NOTICE OF AWARD OF CONTRACT

TO: ELSWICK & ELSWICK, INC.
T/A GREENTREE
885 MARLBORO ROAD
LOTHIAN, MD 20711

DATE ISSUED: JULY 19, 2011

CURRENT REFERENCE NO: 526-12

CONTRACT TITLE: PRCR - TREE PRUNING

PRIOR REFERENCE NO: 133-10

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 July 12, 2011. The contract term covered by this Notice of Award is effective AUGUST 1, 2011 and expires on JULY 31, 2012.

This is the SECOND year award notice of a possible THREE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 133-10 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTOR’S BID FORM

2) PRICING FOR THIS EXTENSION TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS OTHERWISE BASED ON SEPTEMBER CPI-U

ATTACHMENTS:

1) CONTRACTOR’S BID FORM

2) INVITATION TO BID NO. 133-10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JOSEPH ELSWICK
VENDOR TEL. NO.: 410-741-0776
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 410-741-0622
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1681528
EMAIL ADDRESS: GREENTREECARE@YAHOO.COM

COUNTY CONTACT: HELENA GILBERT
COUNTY TEL. NO.: 703-228-7981

CONTRACT AUTHORIZATION

Mr. Ashley Barnes 7/19/14
Buyer

DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 133-10

BID FORM PAGE 1 OF 2

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., MAY 25, 2010

FOR PROVIDING TREE MAINTENANCE PRUNING AT VARIOUS LOCATIONS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY’S WEBSITE (HTTP://WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

<table>
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<th>TREE SIZE</th>
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<td>9. Larger than 48&quot; DBH</td>
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10. Has the bidder provided personnel qualification documentation as required on page 6? Yes [ ] No [ ]

Bidder’s Name: ELSWICK ELSWICK INC TIA GREENEVE

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 (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud
punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THIS BID FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID WILL BE REJECTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE: Joseph Elswick - President

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

NAME (PRINTED): Joseph Elswick, TEL. NO.: 301-928-7816
E-MAIL ADDRESS: greentreecare@yahoo.com

SUBMITTED BY: (LEGAL NAME OF FIRM) Elswick & Elswick Inc /VA

ADDRESS: 885 Marlboro Road, Lothian, MD 20711

CITY/STATE/ZIP: Lothian, MD 20711

TELEPHONE NO.: 4107410776 FAX No.: 4107410622

TAX ID NUMBER (EIN/SSN): 54-1668328 VA CONTRACTOR LICENSE #: 9A

THIS FIRM IS A:  □ CORPORATION,  □ GENERAL PARTNERSHIP,  □ LIMITED PARTNERSHIP,  □ UNINCORPORATED ASSOCIATION,  □ LIMITED LIABILITY COMPANY,  □ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?  YES

BUSINESS STATUS: MINORITY/WOMAN OWNED: SMALL:  □ NEITHER:  □
Solicitation #133-10

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. 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 Comprehensive General Liability 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.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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<td>VENDOR NAME: ELWICK &amp; ELWICK INC.</td>
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11 133 23
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201
(703)228-3410

INVITATION TO BID NUMBER 133-10

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN
SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201, UNTIL 2:00
P.M. ON MAY 25, 2010 FOR:

TREE MAINTENANCE PRUNING AT VARIOUS LOCATIONS IN ARLINGTON COUNTY ON AN
AS-NEEDED BASIS FOR UP TO A THREE (3) YEAR PERIOD.

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

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY
SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all bids, cancel
this solicitation, and to waive any informalities or irregularities in
procedure. Arlington County does not discriminate against faith-based
organizations.

Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us
SCOPe OF SERVICES

MAINTENANCE PRUNING
The Contractor shall provide all supervision, labor, tools, equipment, and services required to perform tree maintenance pruning at various locations in Arlington County as identified by the County Project Officer.

The Contractor shall perform the tree maintenance pruning services in accordance with the American National Standards Institute, (ANSI); American National Standard for Tree Care Operations Tree, Shrub and Other Woody Plant Maintenance Standard Practices, and The International Society of Arboriculture (ISA), Tree-Pruning Guidelines.

STANDARD SERVICES
In late winter/early spring, the County Project Officer may submit to the Contractor a work request for maintenance pruning services describing the number, size in DBH, and address of each tree to be pruned in that Contract year. This category of work is contingent on the availability of funds.

In addition to mass orders for maintenance pruning, pruning requests for removal of dead and/or potential hazardous limbs may be requested for individual and small groups of trees and may be submitted throughout the year.

The Contractor shall provide a full crew to perform all standard services. A full crew is defined as one certified arborist/working foreman, one climber/trimmer and one grounds person. The unit prices bid shall include all costs associated with the work of a full crew, including standard equipment for such crew. Portal-to-portal charges are unacceptable.

SPECIFIC REQUIREMENTS

1. Pruning mature trees (Maintenance Pruning) shall include crown cleaning, crown thinning, and crown raising. If required by the County Project Officer, the Contractor shall perform crown reduction and crown restoration techniques. Training young trees shall encourage proper trunk development, and strong branch development through proper permanent and temporary branch selection. In all cases, unless otherwise specified by the County Project Officer, all deadwood greater than one half inch (\(\frac{1}{2}\)"") in diameter shall be removed from the interior of the tree crown and at branch ends. Crown thinning shall not exceed the removal of twenty percent (20%) of the crown.

2. The use of chain saws shall be limited to the removal of limbs greater than two inches (2"") in diameter.

3. Circular blade power saws shall not be used.

4. All trees shall be trimmed to provide a minimum of three feet (3') of clearance from adjacent buildings and structures.

5. For trees over six inches (6"") in diameter, at six inches (6"") above ground level, all lateral limbs and water spouts shall be removed from the main trunk of the tree to a height of twelve
feet (12') above the ground. All lateral limbs and water spouts shall be removed from trees over ten inches (10") at 4.5' above ground level from the main trunk of the tree to a height of fourteen feet (14') above the ground.

6. Trees which are developing more than one (1) dominant leader shall be selectively pruned to promote a single dominant leader by sub-dominating the other competitive branches. Selection of the dominant leader shall be made with consideration of the tree's form, health, and structure. Contractor shall consult with County Project Officer prior to pruning co-dominant leads on trees ten (10) inches diameter at breast height (DBH), or greater. DBH is the diameter of the tree measured at 4.5 feet above the existing grade level.

7. All debris from the tree maintenance operation shall be disposed of daily by the Contractor. Brush and debris shall not be left on the work site overnight. The debris may be disposed of at the Arlington County Trades Center Mulching Facility, 4300 S. 29th St., Arlington, VA as outlined under Cleanup section below.

8. Trees and branches which are obstructing the public rights-of-way and/or traffic, parking or other government-related signs shall be pruned or elevated to clear the obstructed view of these signs in accordance with the ANSI Standards and ISA Guidelines.

TREE PRUNING PROCEDURES
If tree pruning is applicable, the Contractor shall adhere to the following procedures:

1. Pruning shall be done in accordance with the latest revision of the ANSI A-300 Pruning Standards. These standards are made part of this contract by this reference.

2. The pruning type requirement will be determined by the County Project Officer and will be indicated for each specific project. Additional pruning may also be required by the County Project Officer to maintain clearance from buildings, street lights, and other structures.

3. Under-clearance pruning to provide for safe movement of pedestrian and vehicular traffic shall be conducted as directed by the County Project Officer. Clearance heights shall be determined at a point over the sidewalk and at the lowest point of branch overhang over the street - generally 10 and 15 feet respectively.

4. The Contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition.

CLEANUP
The Contractor shall clear the work site and remove all debris resulting from Contractor's operations each day before the work crew leaves the site, unless permission is given by the County Project Officer to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept or blown, and all brush, branches, and logs shall be removed from the work site. Work areas shall be left in
a condition equal to that which existed prior to the commencement of
the Contractor's work.

The Contractor shall remove and legally dispose of all logs, brush, and
other debris resulting from its operations at no additional cost to the
County. Disposal may be made at Arlington County Trades Center
Mulching Facility, 4300 S. 29th St., Arlington, VA. NOTE: The
Contractor may dispose at this site only debris from work performed
under this contract. Hours of operation are 7:00 a.m. to 3:30 p.m.
weekdays. The County Project Officer will provide to the Contractor
the Operating Procedures Manual for this facility. The County Project
Officer shall be informed prior to disposal to allow time to inform the
Mulching Operations Facility of incoming brush/debris.

SCHEDULE OF SERVICES
The Contractor shall, within fifteen (15) calendar days of receipt of
any work request, provide to the County Project Officer a written
schedule of the amount of time required to complete the work and
identify the approximate work starting date. Unless otherwise
authorized by the County Project Officer, the Contractor shall begin
all work for the Standard Services at unit costs listed in the Bid Form
within fifteen (15) days of receipt of authorization from the County
Project Officer to begin work. Failure of the Contractor to provide
this written schedule and/or adhere to the work schedule may constitute
Contractor's default under the contract.

LIABILITY FOR DAMAGES AND/OR PLANT MATERIAL

1. Climbing irons, spurs, or spikes shall not be used on trees to
   be pruned.

2. Any damage to trees or property caused by the Contractor shall
   be repaired according to the latest revision of ANSI standards
   immediately to the satisfaction of the County's Project
   Officer at no additional cost to the County.

3. The casualty loss suffered by the County when a tree is
damaged beyond repair by the Contractor shall be accounted for
in one of the two following ways, subject to the County's
approval:

   a. The tree shall be removed (and stump ground out) by the
      Contractor at no cost to the County. The Contractor shall
      replace the tree with the number of nursery-grown specimens
      (of a size and species determined by the County) required
      by the County's Tree Replacement Guidelines. The
      Contractor shall perform the planting in accordance with
      the Arlington County standards, available at:
      www.arlingtonva.us/Departments/EnvironmentalServices/cpe/tr
      ee/environmentalServicesTree.aspx

   b. The dollar value of the damaged tree (the casualty loss)
      will be determined by a qualified Arborist, with
      demonstrated experience in tree appraisal and acceptable to
      both the County and the Contractor, using the ISA/CTLA
      Guide to Establishing the Value of Trees and Shrubs.
      Charges for the appraisal shall be paid in full by the
      Contractor. The Contractor shall pay the dollar value of
      the damaged tree as determined by the appraisal within
      thirty (30) days of receipt of the appraisal. The County
      may deduct the dollar value of the damaged tree as
determined by the appraisal from any payments due to the Contractor.

DISCONTINUANCE OF HAZARDOUS WORK
The Contractor shall immediately discontinue any operations determined hazardous by the County Project Officer, upon receipt of either written or oral notice from the Project Officer identifying such practice.

CONTRACTOR'S STAFF AND EQUIPMENT
The County reserves the right to require the removal and replacement of any employee or equipment of the Contractor at the work site when, in the County Project Officer's judgment, that person or equipment is not performing safely or efficiently.

SUPERVISION BY CONTRACTOR
The Contractor shall provide on-site supervision at all times to maintain satisfactory productivity and quality assurance. A certified arborist employed by the Contractor must directly supervise pruning. The arborist must be certified by the International Society of Arboriculture.

OVERHEAD HIGH VOLTAGE LINES SAFETY ACT
If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

PROTECTION OF UNDERGROUND UTILITIES
If the contractor is required to replace a tree, the Contractor shall be responsible for contacting Miss Utility of Virginia for location of any underground services situated in the work area that could be damaged by the Contractor's operation. Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization's need to complete protection work of the underground services.

MAINTENANCE OF TRAFFIC AND RESTRICTIONS TO PARKING
The Contractor shall conduct its operation in a manner to ensure that traffic will be uninterrupted except as approved by the County. At the close of each work day, the area of work shall be confined to the
smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." During the progress of the work when the street may be obstructed to any extent by the construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP/SLOW" double sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has the sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic, safety, and parking restrictions shall be provided by the Contractor. No separate payment shall be made by the County for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.

The plan for the maintenance of traffic for each assignment shall be as directed by the County Project Officer. The Contractor must advise the County Project Officer of any "No Parking" signs which need to be posted. The County Project Officer shall be provided seventy two (72) hours advance written notice to have the signs posted.

PERSONNEL QUALIFICATIONS

1. Grounds person - shall have the necessary skills to provide ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning work area and provide safe traffic management. Bidders shall provide evidence of a minimum of six (6) months experience for each Grounds person proposed to be used under this Contract.

2. Climber/Trimmer - shall have the necessary skills to work in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment, and shall be proficient in operating all related mechanical equipment. Bidders shall provide evidence of a minimum of one (1) year experience for each Climber/Trimmer proposed to be used under this Contract.

3. Certified Arborist/Working Foreman - shall provide continuous on-site supervision of the work force and shall be responsible for giving directions to other personnel, making decisions, and assuming responsibility for all work performed by the Contractor. Bidders shall provide evidence that each Certified Arborist/Working Foreman proposed to be used under this contract possesses a current Certified Arborist certification from the International Society of Arboriculture.
GENERAL TERMS AND CONDITIONS

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of 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, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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, so that the provisions
will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION
The Contractor covenants 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
in performance or nonperformance of its 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 save, defend, hold
harmless and/or indemnify the County, 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 settlements or
payments made.

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 order 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. Contractors providing goods or services
without a signed County Purchase Order do so at their own risk. Please
direct questions regarding this requirement to the Office of the
Purchasing Agent at 703-228-3410.

FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in
accordance with the Contract Documents, the County, after oral or
written notice, may procure the same or similar goods or services from
other sources and the Contractor shall be liable for any resulting
additional purchase and administrative costs. This remedy shall be in
addition to any other remedies which the County may have pursuant to
this Contract or under law. The County shall be entitled to offset
such costs against any sums owed by the County to the Contractor.
ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide
documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

ACCESSIBILITY OF WEB SITE

If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm

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 said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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. Further, 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.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. 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 Purchasing Resolution, is fifteen (15) days.
Procedures for considering contractual claims, disputes, administrative
appeals, and protests are contained in the Purchasing Resolution,
incorporated herein by reference, and available upon request from the
Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify
the County, and all of its officers, officials, departments, agencies,
agents, and employees (collectively the "County") 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 uses any design, device, or
materials covered by letters patent or copyright, it is mutually agreed
and understood, without exception, that the Contract price includes all
royalties or costs arising from the use of such design, device, or
materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence,
documents or records of any type, whether written or oral, and all
documents generated by the Contractor or its subcontractors as a result
of the County's request for services under this Contract, are
confidential records ("Record" or "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 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 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 under 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 Agreement.

No termination of this Agreement shall have the effect of rescinding,
terminating or otherwise invalidating this section.
PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) 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 that remain unpaid after seven (7) 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 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 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 the above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal 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, 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 solely the responsibility of the Contractor.

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

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel 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, and the provisions of ANSI Z133.1 Safety Standards for Tree Care Operations.

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 Certified Arborist who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with 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 award.

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:
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.

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. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

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.

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 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 alternative coverages are submitted to and acceptable to the County.
SPECIAL CONDITIONS

CONTRACT DOCUMENTS
Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. 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 Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County 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. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall make evidence of all manufacturers' warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

INSPECTION, ACCEPTANCE AND TITLE
Inspection and acceptance by the County will be at the work site in Arlington County, Virginia and within ten days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored off-site by the Contractor.

Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the County of all work under this Agreement. 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 advisable to assure that goods or services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

CONTRACTOR'S TITLE TO MATERIALS
No materials or supplies for the work 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 and supplies for which the Contractor invoices for payment.

WORK SITE DAMAGES
Any damage to property, whether owned by the County or others,
resulting from work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

CLEANING UP
The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from the site to the extent they are the result of the Contractor's operations to the end that the site of the work 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.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract 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 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.
PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) 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 goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services 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 order by the County.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change 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 September of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

UNSATISFACTORY WORK
If any of the work done, or material 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 or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.
OSHA REQUIREMENTS
The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) 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.

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 required under the Standard for all hazardous materials supplied to the County or used in the performance of the work. Such Material Safety Data Sheets 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 meeting 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 Material Safety Data Sheets 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. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

HAZARDOUS WASTE
Hazardous Waste Generator/Hazardous Waste Disposal: The County Board of Arlington County, Virginia and the Contractor shall be listed as Co-generators. The Contractor shall assume all the 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 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 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, Waste Shipment Record(s), 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.

**TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all 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 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 is 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"). 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 Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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, 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.

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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the 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 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 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.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no 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 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 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 in this Contract.

CONDITIONS OF THE RIDER CLAUSE
Awardees 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 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:

1. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

2. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

3. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

4. Arlington County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

5. 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.

6. 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 CGL 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.

7. 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.
DISPOSAL OF PACKING MATERIALS
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material off-site. No building containers shall be used for such trash or debris. Failure to adhere to this requirement will result in the County contracting for removal and disposal of packing material and cartons left by the Contractor. By accepting award, the Contractor agrees that all costs of County removal and disposal of packing materials and cartons left by the Contractor will be deducted from the final payment due to the Contractor. In like manner, any damage to walls, floors, carpeting or any other part of the building 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 expense with all costs of the repair deducted from the Contractor's final payment unless such repairs are made by the Contractor within ten days of the date of damage to the satisfaction of the County.
INSTRUCTIONS TO BIDDERS

ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to the Buyer, Mr. Ashley Barnes, in the Office of the Purchasing Agent at abarnes@arlingtonva.us.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written 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 amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any County representative or other person requires that an amendment be issued, contact the County Purchasing Office in writing at Fax Number (703) 228-3409.

BID FORM SUBMISSION
The Bid Form is provided in the solicitation. One fully completed Bid Form with original longhand signature, and a second copy, which may be a photocopy of the signed original (two copies total), shall be submitted in hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, VA 22201, no later than the date and time specified in the Invitation To Bid. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified time will be rejected. The envelope or package shall indicate the name of the bidder, bid opening date and time, and the number of the Invitation To Bid. Bid Forms received in the Office of the Bid Clerk after the time and date specified in the Invitation To Bid will not be opened or considered. Facsimile transmission of bids will not be accepted.

Failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be considered just cause for rejection of the bid. Failure to sign the Bid Form in the designated space, by a person authorized to legally bind the bidder, will result in rejection of the bid. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the 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, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to the County by a bidder or a prospective bidder shall, upon receipt by the County, become the property of the County.
BIDDER CERTIFICATION
Submission of a signed Bid Form is certification that the bidder will accept any award made to it as a result of the submission.

EXCEPTIONS
Bidders taking exception to any part or section of this solicitation, including, by way of illustration and not limitation, the Specifications, General Terms and Conditions, the Special Conditions, and any attachments or references hereto, shall indicate such exceptions on the Bid Forms. 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 the solicitation, are subject to rejection in whole or in part as nonresponsive.

COMPETITION INTENDED
It is the County's intent that this solicitation permits competition. It shall be the bidder's responsibility to advise the County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the County Purchasing Agent not later than fifteen (15) 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.

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

USE OF BRAND NAMES
Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. Any article which the County in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and suitability for the intended use, may be accepted and considered for award.

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

EXPENSES INCURRED IN PREPARING BID
The County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid, such expenses to be borne exclusively by the bidder.

BIDDER INVESTIGATIONS
Before submitting a bid, each bidder shall 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.

INCOMPLETE DOCUMENTS
The Contractor, as a bidder, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its bid, and having notified the County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any page, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the solicitation documents.

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

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the County Purchasing Agent, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

QUALIFICATION OF BIDDERS
Each bidder may be required, before the award of Contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show 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 justify bid rejection by the County.

ALTERNATE BID
Bidders who have other items they wish to offer in lieu of or in addition to that 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 this solicitation and may result in either cancellation of all bids to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

NEW MATERIAL
Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated
as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in the County's interest, the bidder shall so notify the County Purchasing Agent in writing no later than ten (10) working days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

DEBARMENT STATUS
By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids to Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, or any other state or their political subdivisions.

NONCONFORMING TERMS AND CONDITIONS
If the bidder submits alternate terms and conditions with the bid that do not conform to the terms and conditions in this solicitation, the bid is subject to rejection as nonresponsive. The 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 nonresponsiveness as a result of the submission of nonconforming terms and conditions.

INFORMALITIES
The County has the right to waive minor defects or variations from the exact requirements of the solicitation in a bid which do not affect the price, quality, quantity, or delivery schedule of the goods, services or construction being procured. If insufficient information is submitted for the County to properly evaluate the bid by a bidder; the County has 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 goods, services, or construction being procured.

ARLINGTON COUNTY BUSINESS LICENSES
The successful bidder must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, Arlington, Virginia, Telephone Number (703) 228-3060.

BID WITHDRAWAL
No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the County prior to the time set for the opening of bids or unless 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.

WITHDRAWAL OF BID FROM CONSIDERATION
A bidder may withdraw its bid from consideration if the price 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 a bid are permitted after the time and date set for the bid opening. The bidder must give notice in writing to the 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 bid opening. A bid may also be withdrawn if the bidder makes its request in writing to the County Purchasing Agent prior to the time set for the opening of bids, or 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.

PARKING
At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

REQUIREMENTS CONTRACT ACKNOWLEDGEMENT
Bidders acknowledge that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the solicitation 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 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 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 in this Contract.

TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or
prequalification application submitted pursuant to subsection 4-101(2) of the County Purchasing Resolution shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder or contractor 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.

INTEREST IN MORE THAN ONE BID AND COLLUSION
Multiple bids received in response to a single 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 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 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.
ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
INVITATION TO BID NO. 133-10  

BID FORM PAGE 1 OF 2  

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL 
LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED 
ORIGINAL)  

BIDS WILL BE OPENED AT 2:00 P.M., MAY 25, 2010  

FOR PROVIDING TREE MAINTENANCE PRUNING AT VARIOUS LOCATIONS PER THE 
TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:  

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:  

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, 
WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, IS THE HARD COPY OF THE 
DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.  

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE 
COUNTY’S WEBSITE (HTTP://WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO 
AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE 
DOCUMENTS CAN BE DOWNLOADED.  

EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND 
COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING 
DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED 
ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.  

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10. Has the bidder provided personnel qualification documentation as 
required on page 6? Yes___ No___

Bidder’s Name: ________________________________

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 (under Virginia Code Section 59.1-68.6 et seq.), engaged 
in the same line of business or commerce; or any act of fraud.
punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THIS BID FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID WILL 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 (I.E. PROJECT MANAGER):

NAME (PRINTED): ______________________ TEL. NO.: ______________________

E-MAIL ADDRESS: ________________________________________________

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THIS FIRM IS A:  ☐ CORPORATION,  ☐ GENERAL PARTNERSHIP,  ☐ LIMITED PARTNERSHIP,  ☐ UNINCORPORATED ASSOCIATION,  ☐ LIMITED LIABILITY COMPANY,  ☐ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

 BUSINESS STATUS:  ☐ MINORITY/WOMAN OWNED:  ☐ SMALL:  ☐ NEITHER:
Solicitation #133-10

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. 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 Comprehensive General Liability 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.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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