NOTICE OF AWARD OF CONTRACT

TO: PLM, INC.
PO BOX 2242
WOODBRIDGE, VA 22195

DATE ISSUED: JUNE 2, 2011

CURRENT REFERENCE NO: 72-11LW

CONTRACT TITLE: POCR - LANDSCAPE MAINTENANCE

PRIOR REFERENCE NO: N/A

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 your bid dated April 28, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2012.

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. 72-11LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTOR'S BID FORM.

2) PRICING FIRM FOR TWENTY FOUR MONTHS. PRICE ADJUSTMENTS THEREAFTER ARE BASED ON NOVEMBER CPI-U.

ATTACHMENTS:

1) CONTRACTOR'S BID FORM

2) INVITATION TO BID 72-11LW

EMPLOYEES NOT TO BENEFIT:

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

---

VENDOR CONTACT: LARRY PETERSON, JR.
VENDOR TEL. NO.: 703-897-0727
VENDOR FAX. NO.: 703-897-0564
TAX IDENTIFICATION NUMBER (EIN/SSN): 541812773
EMAIL ADDRESS: larryjrplm@gmail.com

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

---

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE 6/1/11

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 72-111W

BID FORM PAGE 1 OF 6

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 3:00 P.M., ON APRIL 28TH, 2011

FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES 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 Purchasing
Agent’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.

I. FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES IN ACCORDANCE WITH THE
TERMS OF THIS SOLICITATION. "L.S." STANDS FOR ANNUAL LUMP SUM.

1. FIRE STATION #1, 500 S. GLEBE RD. $1,050.00 L.S.
2. FIRE STATION #9, 1900 S. WALTER REED DR. $1,000.00 L.S.
3. S. 25TH ST. DEADEND, AT INTERSECTION OF S. 24TH ST. $450.00 L.S.
4. S. 23RD ST. DEADEND, NEAR INTERSECTION OF 23RD ST $450.00 L.S.
5. FIRE TRAINING ACADEMY, S. 2800 S. TAYLOR ST. $800.00 L.S.
6. S. 9TH ST. AND IRVING ST. $300.00 L.S.
7. S. ARMY NAVY DRIVE, S. 22ND TO COUNTRY CLUB $800.00 L.S.
8. 14TH ST. R-O-W OFF S. QUEEN ST. DEADEND $120.00 L.S.
9. ARMY NAVY DRIVE & S. NASH STREET $180.00 L.S.

BIDDER NAME: PLM INC.
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>10.</td>
<td>S. 23RD ST. &amp; S. FORT SCOTT DRIVE</td>
<td>$300.00</td>
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<tr>
<td>11.</td>
<td>S. 23RD ST. &amp; S. JOYCE STREET</td>
<td>$300.00</td>
</tr>
<tr>
<td>12.</td>
<td>S. EADG ST. &amp; S. 23RD STREET</td>
<td>$300.00</td>
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<tr>
<td>13.</td>
<td>FIRE STATION #5-1750 S. HAYES ST.</td>
<td>$200.00</td>
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<tr>
<td>14.</td>
<td>S. MEADE ST. &amp; ARLINGTON RIDGE ROAD</td>
<td>$200.00</td>
</tr>
<tr>
<td>15.</td>
<td>S. GLEBE ROAD &amp; ROUTE 1</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.</td>
<td>ROUTE 1 &amp; COUNTY LINE TO S.23RD STREET</td>
<td>$5000.00</td>
</tr>
<tr>
<td>17.</td>
<td>SHIRLINGTON BUS DEPOT-S. QUINCY ST.</td>
<td>$200.00</td>
</tr>
<tr>
<td>18.</td>
<td>N.OLD DOMINION DR. &amp; GLEBE RD.</td>
<td>$100.00</td>
</tr>
<tr>
<td>19.</td>
<td>N.LEE HWY, ALBEMARLE ST. TO WAKEFIELD ST.</td>
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<tr>
<td>20.</td>
<td>N. LEE HWY &amp; N. QUINCY ST.</td>
<td>$100.00</td>
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<tr>
<td>21.</td>
<td>KEY BLVD. &amp; N.HIGHLAND ST.</td>
<td>$400.00</td>
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<td>22.</td>
<td>KEY BLVD. &amp; N.JACKSON ST.</td>
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<td>23.</td>
<td>FIRE STATION #10, 1559 N. WILSON BLVD.</td>
<td>$100.00</td>
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<tr>
<td>24.</td>
<td>RT. #50, EAST ENTRYWAY</td>
<td>$100.00</td>
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<tr>
<td>25.</td>
<td>N.GLEBE ROAD &amp; N.FAIRFAX DRIVE</td>
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<td>N.WILSON BLVD. &amp; FAIRFAX DRIVE</td>
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<td>27.</td>
<td>WILSON BLVD. &amp; N.HIGHLAND ST.</td>
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<td>28.</td>
<td>WASHINGTON BLVD &amp; N.QUINCY ST.</td>
<td>$100.00</td>
</tr>
<tr>
<td>29.</td>
<td>N.LINCOLN ST. - NORTH OF WASHINGTON BLVD.</td>
<td>$50.00</td>
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<tr>
<td>30.</td>
<td>CENTRAL LIBRARY - 1015 N. QUINCY ST.</td>
<td>$4500.00</td>
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<tr>
<td>31.</td>
<td>FIRE STATION #4 - 3121 N. 10TH ST.</td>
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<tr>
<td>32.</td>
<td>PERSHING DR &amp; N. 4TH ST.</td>
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<tr>
<td>33.</td>
<td>FILMORE ST &amp; N. 3RD ROAD</td>
<td>$100.00</td>
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<tr>
<td>34.</td>
<td>FILMORE ST &amp; N. 28TH ST.</td>
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<tr>
<td>35.</td>
<td>R-O-W ADJACENT TO 2824 N. 1ST ST.</td>
<td>$100.00</td>
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**BIDDER NAME:** PLCM Inc.
36. N. PERSHING DR- FILMORE ST. TO GLEBE RD. $300.00 L.S.
37. N.BARTON ST. & WASHINGTON BLVD. $100.00 L.S.
38. N. 26TH ST. LEAF DUMP SITE @ YORKTOWN $1800.00 L.S.
39. FIRE STATION #8, 4845 N.LEE HIGHWAY $200.00 L.S.
40. HEALTH DEPARTMENT, 1800 N. EDISON ST. $1800.00 L.S.
41. N. 22ND ST. & GEORGE MASON DR. $100.00 L.S.
42. N. KENILWORTH ST. & KENEBEC ST. $100.00 L.S.
43. NW CORNER GLEBE RD. & WILSON BLVD. $100.00 L.S.
44. N. GLEBE RD. & CARLYN SPRINGS RD. (Island) $700.00 L.S.
45. RT 50 & N. GLEBE RD. (Islands & U-strips) $4000.00 L.S.
46. RT 50 & N. GEORGE MASON DR. (Islands & U-strips) $4000.00 L.S.
47. N. MANCHESTER ST & RT 50 (Islands) $100.00 L.S.
48. COURTHOUSE PARKING LOT (15TH & N. COURTHOUSE RD) a. LANDSCAPE MAINTENANCE $2000.00 L.S
b. LEAF REMOVAL $1500.00 L.S
49. CHERRYDALE LIBRARY -2190 N.MILITARY ROAD $600.00 L.S.
50. FENWICK CENTER-800 S. WALTER REED DR. $700.00 L.S.
51. CLARENDON HOUSE-3141 10TH ST. N. $75.00 L.S.
52. DHS-1801 N. GEORGE MASON DR. $75.00 L.S.
53. DHS-1725 N. GEORGE MASON DR. $75.00 L.S.
54. DHS-1610 N. EDISON ST. $75.00 L.S.
55. DHS-1727 N. FAIRFAX DR. $50.00 L.S.
56. REED SCHOOL-1644 N. MCKINLEY ST. $250.00 L.S.

A. TOTAL BID FOR ALL LANDSCAPE LOCATIONS: (LS 1 THROUGH LS 56) $37550.00

II. CONTRACT UNIT PRICES

A. Landscape Maintenance Cost Per 1000 Square Feet $100.00 per 1,000 Sq Ft

BIDDER'S NAME: PLM Inc.
BID FORM PAGE 5 OF 6

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:

N/A

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

N/A

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.).

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):

Kirk Peterson Sr.
PO Box 2242
Woodbridge, VA 22195-2242

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 AMENDMENTS, 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 Kirk Peterson Sr., VP

BIDDER'S NAME: PLM Inc.
INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Larry Peterson JR. TITLE: Project Manager
E-MAIL ADDRESS: larryjrplm@gmail.com TEL. NO.: 703-897-0727

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>PLM Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>P.O. Box 2242</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Woodbridge, VA 22195-2242</td>
</tr>
<tr>
<td>TELEPHONE NO.:</td>
<td>703-897-0727</td>
</tr>
<tr>
<td>FACSIMILE NO.:</td>
<td>703-897-0584</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td>541812773</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
<td>2705041360</td>
</tr>
</tbody>
</table>

THIS FIRM IS A:  
- [ ] CORPORATION,  [ ] GENERAL PARTNERSHIP,  [ ] LIMITED PARTNERSHIP,  
- [ ] UNINCORPORATED ASSOCIATION,  [ ] LIMITED LIABILITY COMPANY,  
- [X] SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? [ ] YES [X] NO

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: 0450448-6

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? [ ] YES [X] NO [ ] NEITHER

<table>
<thead>
<tr>
<th>BIDDER STATUS:</th>
<th>MINORITY OWNED:</th>
<th>[Y] WOMAN OWNED:</th>
<th>[N] NEITHER:</th>
</tr>
</thead>
</table>

37  
72-11LM
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 72-11LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511,
2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 28TH
DAY OF APRIL, 2011 FOR:

LANDSCAPE MAINTENANCE AND OTHER RELATED SERVICES FOR UP TO A FIVE-YEAR PERIOD AT
VARIOUS PARKS, PUBLIC BUILDINGS, STREETS, OPEN SPACES, AND SELECTED LOCATIONS
WITHIN ARLINGTON COUNTY, VIRGINIA.

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

YOU MAY DOWNLOAD AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AT NO
COST FROM THE ARLINGTON COUNTY GOVERNMENT WEBSITE:

http://www.arlingtonva.us/purchasing

Note that all electronic copies are subject to an important disclaimer
which all potential bidders must acknowledge online before the documents
can be downloaded.

IF YOU ELECT NOT TO DOWNLOAD A COPY OF THE SOLICITATION FROM THE WEB SITE LISTED
ABOVE, AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF
SOLICITATION DOCUMENTS ISSUED BY ARLINGTON COUNTY. ARLINGTON COUNTY WILL ONLY
ACCEPT CHECKS OR MONEY ORDERS MADE PAYABLE TO "TREASURER, ARLINGTON COUNTY" OR CASH
RECEIPTS PROCESSED THROUGH THE COUNTY TREASURER'S OFFICE, AS PAYMENT FOR ANY AND
ALL REQUIRED FEES. THE DOCUMENTS MAY BE PURCHASED AT THE OFFICE OF THE BID CLERK
IN SUITE 511 AT THE ABOVE ADDRESS OR WILL BE MAILED AFTER RECEIPT OF THE FEE BY THE
OFFICE OF THE BID CLERK.

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

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

NOTICE
INVITATION TO BID NO. 72-11LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 28TH DAY OF APRIL, 2011 FOR:

LANDSCAPE MAINTENANCE AND OTHER RELATED SERVICES FOR UP TO A FIVE-YEAR PERIOD AT VARIOUS PARKS, PUBLIC BUILDINGS, STREETS, OPEN SPACES, AND SELECTED LOCATIONS WITHIN ARLINGTON COUNTY, VIRGINIA.

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Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

SPEC
I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Mr. Ashley Barnes in the Office of the Purchasing Agent, at abarnes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: ITB No. 72-11 Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment 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 amendment 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 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 - NOT USED**

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 Arlington 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.

72-11LW
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 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 as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be provided in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth 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.

19. **VIRGINIA CONTRACTOR LICENSE - NOT USED**

20. **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 or unless Arlington 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. **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 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 Arlington 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.

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

23. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder 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. Each bidder understands that Arlington 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 the contract.

24. 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 to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

25. 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.

26. 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.)
27. **BEST VALUE APPROACH**
This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the landscape maintenance service required;
b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. Whether the bidder provides goods or services that are the best value for the County;
d. The character, integrity, reputation, judgment, experience, and/or efficiency of the bidder;
e. The quality of work and of performance under previous contracts or services;
f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
g. The ability of the bidder to provide additional landscape maintenance service during the term of the contract;
h. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the bidder’s taxes or assessments are delinquent;
i. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.

28. **BEST VALUE 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 and equipment by type and by name intended to be used in fulfilling the contract anticipated by this solicitation.
b. A list all training and benefits that the bidder’s firm provides to those employees.
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 governmental, commercial, and residential.
e. A list of employees intended to be assigned to work under this contract, including documentation of at least one (1) staff member having a Registered Technician License and one (1) staff member with a Pesticide Applicator License.
f. A list of at least five (5) references, including two (2) local, state or federal government that demonstrates the bidder’s ability to provide
the services sought by this solicitation similar in scope and size.

g. A list of the Supervisors and employees intended to be assigned to work on County property under the contract anticipated by this solicitation, including their names, titles, qualifications and current hourly wage rates. If any of these employees' current hourly wage rate is less than $12.75, the bidder must include an acknowledgement of the bidder's intent to comply with Service Contract Wage requirements in this solicitation.

29. BEST VALUE AWARD PROCESS
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

30. 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 considered. Written 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.

31. CONDITIONS OF THE RIDER CLAUSE - NOT USED

32. NOTICE OF DECISION TO AWARD
The County will post a written Notice of Decision to Award in the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).
SCOPE OF SERVICES

LANDSCAPE MAINTENANCE

Designated Landscape Maintenance Areas, County Facilities, and Street Islands shall receive the following services monthly, minimum number of visits during the contract year shall be twelve (12), identified on the locations list (Attachment A) as designated landscape maintenance areas.

(a) Prior to the beginning of each month’s service, the Contractor shall pick up from the landscape areas leaves, branches and all trash to include by way of illustration and not limitation: metal cans, paper, cardboard, plastic, metal objects, glass bottles, tires, auto parts, rocks and broken glass and shall dispose of all debris in a legal manner at the Contractor’s expense.

(b) The Contractor shall pull (not cut) and remove all weeds from the mulched shrub beds and trees. Weeding of all mulched areas shall be done during each monthly visit. All sidewalks, curb/gutter and concrete areas located within the designated sites shall be kept-weed free. A post-emergent herbicide such as "Roundup" may be used providing the Project Officer or County representative is notified prior to the start of this contract and approves herbicide use at the beginning of each spraying application. All dead and/or dying weeds resulting from herbicide application shall be removed within 30 days after initial treatment. A pre-emergent herbicide may be applied for weed control with prior approval from the Project Officer or County representative.

All herbicide applications shall be conducted in accordance with the laws and guidelines of the Virginia Department of Agriculture and Consumer Services and following all label directions.

(c) The Contractor shall remove dead and damaged limbs and sucker growth with sharp, clean equipment according to acceptable horticultural standards during each scheduled visit. Shrubs and trees shall be pruned as needed, no more than two (2) times per year. The first pruning shall be performed between May 15 and June 15th or after spring flowering has completed. Summer flowering tree and shrub pruning shall be performed between January 15th and February 15th, unless the Project Officer notifies the Contractor by phone, in person or in writing to "NOT" prune specified locations. Shrubs shall be allowed to grow to their natural form unless pruning is necessary provide clearance over sidewalks, curbs, etc. and/or if designated as a hedge. Trees shall only be pruned to elevate for pedestrian and vehicular clearance.

(d) In the second through fifth years, the Contractor shall add shredded hardwood mulch to all beds by March 15th to a minimum depth of two (2) inches not to exceed three (3) inches. Additional shredded hardwood mulch shall be added to all landscape maintenance areas as needed, so that a total mulch depth of up to two (2) inches, not to exceed three inches (3"), is retained. Mulching around trees shall be installed to maintain a circular shape with a minimum diameter of four feet (4'), (donut shape with mulch
pulled away from the tree trunk). Mulch shall NOT be mounded on any tree trunk.

The County will provide all mulch required under for work under this contract at no charge to the Contractor. Contractor shall pick up mulch at the County’s Solid Waste Bureau located at 4300 South 29th Street, Arlington VA 22206

(e) The Contractor shall edge all shrub beds one (1) time per year by March 30th prior to mulching. Edging may be performed either by hand or by power edger with a minimum cut of two inches (2") and a maximum depth of four inches (4").

(f) Any signs of plant disease, pests, rodents and/or safety hazards shall be reported to the Project Officer or County representative when observed. All damaged and/or dead plant material shall be reported to the Project Officer when observed.

(g) All curb and gutter areas located around maintained landscape areas and street islands shall be swept and/or cleaned of litter and debris every month to include by way of illustration and not limitation: leaves, branches, metal cans, paper, cardboard, plastic, metal objects, glass bottles, tires, auto parts, rocks and broken glass, and all debris shall be disposed of in a legal manner at the Contractor’s expense.

II. LEAF REMOVAL

Leaf removal at identified areas shall be performed every two (2) weeks from November 1 through January 15th. All leaves collected during this operation shall be disposed of in a legal manner at Contractor’s expense.

III. SAFETY OF PERSONNEL AND EQUIPMENT:

All Equipment used in this contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. All Contractor employees shall wear Virginia OSHA-approved orange safety vests to alert traffic of their presence. “Men Working” signs approved by the County shall meet all applicable state and local requirements and shall be utilized along roadways and trails. When lane closure is necessary, all VDOT guidelines shall be followed. 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.

IV. PERMITTED HOURS OF PERFORMANCE:

Landscape services 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., County-approved 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. County-approved holidays are as follows:

- New Years Day
- Columbus Day
- Lee/Jackson/King Day
- Veterans Day
- Washington’s Birthday
- Thanksgiving (Thursday and Friday)
- Memorial Day
- Independence Day
- Labor Day
- Christmas Day

Landscape Maintenance on State Highways in Arlington County shall be

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72-11LM
performed 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 Project Officer or designee during performance.

V. SCHEDULES:
The Contractor shall provide schedules on a location check-off list to the Project Officer on a daily and/or weekly basis as required by the County’s Project Officer. 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 location name. The Contractor’s crew leader shall check-in each workday prior to 8:00 AM with the Project Officer or designee to confirm that day’s landscape locations and to confirm the previous day’s work was completed. Variations from the schedule will only be allowed upon twenty-four (24) hours notice by telephone to the Project Officer.

Before the start of work under this 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 Project 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.

No gas-powered equipment shall be used when an Air Quality Forecast from the Metropolitan Washington Council of Governments is “Code Orange” or “Code Red” unless exemption is obtain from the County Project Officer. During this “Code Orange” or “Code Red” forecast, the Contractor shall perform all other services required at Maintenance Areas as specified. When the “Code Orange” or “Code Red” Forecast is lifted the Contractor shall resume services at the point where they stopped on the day prior to the “Code Orange” or “Code Red” Forecast.

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

VI. REPORTING DANGEROUS CONDITIONS/SITUATIONS:
Dangerous and unusual situations in landscaping areas shall be reported to the Project Officer as soon as practicable by telephone or at the latest, the next scheduled morning check-in meeting.

VII. 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 plant debris after servicing.

VIII. DAMAGES BY CONTRACTOR:
Damage to landscape areas or County Facilities (e.g.: flower beds, hedges, demonstration areas, shrubs or specialized landscaping) as a result of landscape operations shall be reported to the Project Officer or designee (telephone, voice-mail, or fax) within twenty-four (24) hours and repaired or replaced within two (2) weeks of date of damage (one (1) 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 the County from a subsequent monthly payment due to the Contractor.

IX. KEYS:
Keys for park gates will be provided initially by the County Project Officer. All gates shall be locked after servicing that area. The Contractor shall pay for the cost of replacement for lost keys, locks or lock posts. Keys shall be returned to the Project Officer at the end of the Contract term.

X. **CONTRACT TERM:**
The Contract shall be effective for a period of one (1) year with four (4) one-year renewal options by mutual agreement between the Contractor and the County.

XI. **DEAD ANIMALS:**
The Arlington Animal Welfare League will remove dead animals. The Contractor shall contact the League for removal at (703) 931-9241.

XII. **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 shall be removed and disposed off-site.

XIV. **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 Project Officer. The MSDS data sheets shall be provided to the County Project Officer prior to applying chemicals. The contractor must have staff with a minimum of one (1) Registered Technician License and (1) Pesticide Applicator License in the State of Virginia.

XV. **CONTRACT CHANGES:**
The County may add additional areas to or remove existing areas from the contract at the prices bid for the various services in Section II of the Bid Form.

XVI. **CONDUCT OF EMPLOYEES:**
Employees engaged in landscape operations under this Contract shall at all times be courteous to the general public and to residents of properties abutting the contract landscape 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.

XVII. **DESIGNATED AREAS:**
The Contractor shall perform the type of work or services as identified on Attachment A Location List. The areas are described on the list and the County will assist the selected Contractor in locating each location during the first two (2) 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.

XVIII. **PAYMENT:**
Invoices shall be submitted on the last workday of each month to the County for 1/12 of the total annual contract price. The invoice shall describe the work performed in accordance with the contract requirements and include the Purchase Order number. Additional charges approved by the County for unit-price work shall be a part of the invoice. Any deductions, as specified herein, 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.

XIX. PRICE:
Bidders shall submit a lump sum; annual price for all landscape locations. Bidders also shall submit unit prices for leaf removal, landscape maintenance, and annual tree mulching in accordance with the Bid Form.

XX. CONTRACT PERFORMANCE:
If the Contractors fails 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, the Project Officer will notify the Contractor of such failure, and the Contractor will have twenty-four (24) hours from such notice to correct the deficient work.

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 through site inspection by the County Contract Officer that the work has been corrected to the County's satisfaction. Corrective work shall occur within twenty-four (24) hours for the location(s) requiring correction at no additional cost to the County. The Contractor shall agree that telephone notice by the County to the Contractor is adequate to enforce this provision. Repeated violations (more than four (4) callbacks within any calendar month or non-performance of any scheduled work or repair work for two (2) weeks shall result in immediate review by the Contractor and the County and may result in termination of the Contract.

XXI. CONTRACTOR EMPLOYEES:

a. Working Foreman - Shall have a minimum of three (3) years experience supervising landscape maintenance contracts of similar size and scope. The working foreman shall be on duty during the performance of work under this Contract. The working foreman shall possess the ability to communicate fluently in the English language. Additionally, the working foreman shall be possess a Pesticide Applicator License, and shall be able to identify the various plants, grasses and trees.

b. General Laborer - Shall have a minimum of six (6) months general landscape maintenance experience.
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. 72-11.

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 "Agreement".

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide landscape maintenance 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
Work under this Agreement will commence upon execution of this Agreement by the County, and be completed no later than March 31, 2012 ("Initial Contract Term"), subject to any written 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 a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from April 1, 2012 to March 31, 2016 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 72-11 at the prices provided in the bid of the Contractor.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for the first twenty-four (24) months of the contract. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount or 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 November of each year of the Contract.

If the Contractor and the County do not agree on a contract price or amount for a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the term. The contract amount/unit price that changed as a result of
this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. **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 of Parks, Recreation, and Cultural Resources requesting the work under the 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.

7. **PROJECT STAFF**
The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer 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.

8. **BACKGROUND CHECK - NOT USED**

9. **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 work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

10. **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 Office, 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.
11. **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 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 as those contained herein 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.

12. **NON-APPROPRIATION**

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, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such 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 shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

13. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods 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, 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.

14. 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. Contractors providing services without a signed County Purchase Order do so at their own risk and expense.

15. 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 provide all manufacturers' warranties available to the Project Officer at the time of delivery. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) 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 shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

16. 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.

17. 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.

18. **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.

19. **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 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 with 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 may be deducted from any payment due to the Contractor.

20. **OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration 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.

21. **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.
22. 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.

23. 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.
24. **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.

25. **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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 these provisions will apply to each subcontractor or vendor.

26. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

27. **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 marijuana or any other controlled substance 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

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contractor by Arlington County, 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.

28. **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 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.

29. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or 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) 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.

30. 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.

31. 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 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 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.

32.  INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work 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, 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 hereunder. 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.

33.  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.

34.  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 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.

35. 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.

36. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia 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 (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 offeror, 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.
37. **COUNTY EMPLOYEES**
No employee of the County 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.

38. **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, or an act of God beyond the control of the Contractor and outside 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

39. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia §§ 22-4311.2, 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 cost or expense, at the option of the County.

40. **RELATION TO THE COUNTY**
The Contractor will be legally considered as 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

41. **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 services purchased or acquired by the County under this Contract.

42. **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.

43. **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 or any Subsequent Contract Term. 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.

44. **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.

45. **AMENDMENTS**

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

46. **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.

47. **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. 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 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, incorporated herein by reference, and 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.
48. **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 hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

54. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of 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; AND DATA SECURITY.

55. **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.

56. **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 to 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:** REFER TO BID FORM OF CONTRACTOR

**TO THE COUNTY:**
B. Leaf Removal Cost
   Per Acre $980.00 per acre

C. Annual Tree Mulching
   $60.00 per tree

III. BID SUBMISSION CHECKLIST

A. Did the bidder submit a list of service vehicles and equipment as required on page 7? Yes✓ No

B. Did the bidder submit a list of employee training and benefits as required on page 7? Yes✓ No

C. Did the bidder submit a description of its business culture as required on page 7? Yes✓ No

D. Did the bidder submit references as required on page 7? Yes✓ No

E. Did the bidder submit a list of supervisors and employees as required on page 8? Yes✓ No

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 Purchasing Agent’s website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an 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.

BIDDER’S NAME: Plm Inc

35
72-111W
The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

57. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

58. 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 the County’s presence on other party’s 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.” That document is located at:

59. HIPAA COMPLIANCE – NOT USED

60. ADA COMPLIANCE – NOT USED

61. 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. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County’s world-wide web site.

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 Exhibit A);

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 Exhibit B.) 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.

62. **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 not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during any twelve-month period equals $100,000, the Contract shall be subject to such Living Wage provisions and the Contractor shall immediately bring their performance into compliance with those provisions, and shall contact the County Purchasing Agent to obtain specific documents required for proper compliance.

For any contract affected as described above, the County reserves the right at the Subsequent Contract Term, if applicable, to offer an option to the Contractor to modify the Contract Amount to reflect the additional costs associated with compliance with the Living Wage provisions. If the Contractor elects to accept such offer, they must submit the names of all employees who will be affected by the Living Wage provisions, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at the time of renewal, and the change in total direct labor costs as a result of the Living Wage changes. The Contract will not be renewed until this information is submitted for review by the Purchasing Agent. If the County elects to modify the contract to include the Living Wage provisions, the cost of any increase in wages, together with applicable
labor burdens will be added to the Contract Amount, in addition to any other increase(s) permitted by the Contract.

63. **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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

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

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. 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 and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. 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 replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

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

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 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' certificates of insurance to the County immediately upon request by the County.

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 and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 72-11LW

BID FORM PAGE 1 OF 6

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 3:00 P.M., ON APRIL 28TH, 2011

FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES 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 Purchasing
Agent'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.

I. FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES IN ACCORDANCE WITH THE
TERMS OF THIS SOLICITATION. "L.S." STANDS FOR ANNUAL LUMP SUM.

1. FIRE STATION #1, 500 S.GLEBE RD. $________ L.S.
2. FIRE STATION #9, 1900 S. WALTER REED DR. $________ L.S.
3. S. 25TH ST. DEADEND, AT INTERSECTION OF S. 24TH ST. $________ L.S.
4. S. 23RD ST. DEADEND, NEAR INTERSECTION OF 23RD ST $________ L.S.
5. FIRE TRAINING ACADEMY, S. 2800 S.TAYLOR ST. $________ L.S.
6. S. 9TH ST. AND IRVING ST. $________ L.S.
7. S.ARMY NAVY DRIVE, S.22ND TO COUNTRY CLUB $________ L.S.
8. 14TH ST. R-O-W OFF S.QUEEN ST.DEADEND $________ L.S.
9. ARMY NAVY DRIVE & S. NASH STREET $________ L.S.

BIDDER NAME: ________________________________

32
72-11LW
<table>
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<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>10</td>
<td>S. 23RD ST. &amp; S. FORT SCOTT DRIVE</td>
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<td>S. 23RD ST. &amp; S. JOYCE STREET</td>
<td>$_________ L.S.</td>
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<tr>
<td>12</td>
<td>S. EADS ST. &amp; S. 23RD STREET</td>
<td>$_________ L.S.</td>
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<td>FIRE STATION #5-1750 S. HAYES ST.</td>
<td>$_________ L.S.</td>
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<td>S. MEADE ST. &amp; ARLINGTON RIDGE ROAD</td>
<td>$_________ L.S.</td>
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<td>S. GLEBE ROAD &amp; ROUTE 1</td>
<td>$_________ L.S.</td>
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<td>ROUTE 1 &amp; COUNTY LINE TO S.23RD STREET</td>
<td>$_________ L.S.</td>
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<tr>
<td>17</td>
<td>SHIRLINGTON BUS DEPOT-S. QUINCY ST.</td>
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<td>18</td>
<td>N.OLD DOMINION DR. &amp; GLEBE RD.</td>
<td>$_________ L.S.</td>
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<td>N.LEE HWY, ALEXMARLE ST. TO WAKEFIELD ST.</td>
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<td>N. LEE HWY &amp; N. QUINCY ST.</td>
<td>$_________ L.S.</td>
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<td>KEY BLVD. &amp; N.HIGHLAND ST.</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>22</td>
<td>KEY BLVD. &amp; N.JACKSON ST.</td>
<td>$_________ L.S.</td>
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<tr>
<td>23</td>
<td>FIRE STATION #10, 1559 N. WILSON BLVD.</td>
<td>$_________ L.S.</td>
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<tr>
<td>24</td>
<td>RT. #50, EAST ENRTYWAY</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>25</td>
<td>N.GLEBE ROAD &amp; N.FAIRFAX DRIVE</td>
<td>$_________ L.S.</td>
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<td>26</td>
<td>N.WILSON BLVD. &amp; FAIRFAX DRIVE</td>
<td>$_________ L.S.</td>
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<tr>
<td>27</td>
<td>WILSON BLVD. &amp; N.HIGHLAND ST.</td>
<td>$_________ L.S.</td>
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<tr>
<td>28</td>
<td>WASHINGTON BLVD &amp; N.QUINCY ST.</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>29</td>
<td>N.LINCOLN ST. - NORTH OF WASHINGTON BLVD.</td>
<td>$_________ L.S.</td>
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<tr>
<td>30</td>
<td>CENTRAL LIBRARY - 1015 N. QUINCY ST.</td>
<td>$_________ L.S.</td>
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<td>31</td>
<td>FIRE STATION #4 - 3121 N. 10TH ST.</td>
<td>$_________ L.S.</td>
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<tr>
<td>32</td>
<td>PERSHING DR &amp; N. 4TH ST.</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>33</td>
<td>FILMORE ST &amp; N. 3RD ROAD</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>34</td>
<td>FILMORE ST &amp; N. 2ST ST.</td>
<td>$_________ L.S.</td>
</tr>
<tr>
<td>35</td>
<td>R-O-W ADJACENT TO 2924 N. 1ST ST.</td>
<td>$_________ L.S.</td>
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**BIDDER NAME:** ____________________________
36. N. FERSHING DR- FILMORE ST. TO GLEBE RD. $_________ L.S.
37. N. BARTON ST. & WASHINGTON BLVD. $_________ L.S.
38. N. 26TH ST. LEAF DUMP SITE @ YORKTOWN $_________ L.S.
39. FIRE STATION #8, 4845 N.LEE HIGHWAY $_________ L.S.
40. HEALTH DEPARTMENT, 1800 N. EDISON ST. $_________ L.S.
41. N. 22ND ST. & GEORGE MASON DR. $_________ L.S.
42. N. KENILWORTH ST. & KENEBEC ST. $_________ L.S.
43. NW CORNER GLEBE RD. & WILSON BLVD. $_________ L.S.
44. N. GLEBE RD. & CARLYN SPRINGS RD. (Island) $_________ L.S.
45. RT 50 & N. GLEBE RD. (Islands & U-strips) $_________ L.S.
46. RT 50 & N. GEORGE MASON DR. (Islands & U-strips) $_________ L.S.
47. N. MANCHESTER ST & RT 50 (Islands) $_________ L.S.
48. COURTHOUSE PARKING LOT (15TH & N. COURTHOUSE RD) $_________ L.S
   a. LANDSCAPE MAINTENANCE $_________ L.S
   b. LEAF REMOVAL $_________ L.S
49. CHERRYDALE LIBRARY -2190 N. MILITARY ROAD $_________ L.S.
50. FENWICK CENTER-800 S. WALTER REED DR. $_________ L.S.
51. CLARKDON HOUSE-3141 10TH ST. N. $_________ L.S.
52. DHS-1801 N. GEORGE MASON DR. $_________ L.S.
53. DHS-1725 N. GEORGE MASON DR. $_________ L.S.
54. DHS-1810 N. EDISON ST. $_________ L.S.
55. DHS-1727 N. FAIRFAX DR. $_________ L.S.
56. REED SCHOOL-1644 N. MCKINLEY ST. $_________ L.S.

A. TOTAL BID FOR ALL LANDSCAPE LOCATIONS:
( LS 1 THROUGH LS 56) $_________

II. CONTRACT UNIT PRICES

A. Landscape Maintenance Cost
Per 1000 Square Feet $________ per 1,000 Sq Ft

BIDDER’S NAME: ____________________________
BID FORM PAGE 4 OF 6

B. Leaf Removal Cost
Per Acre $________ per acre

C. Annual Tree Mulching
$________ per tree

III. BID SUBMISSION CHECKLIST

A. Did the bidder submit a list of service vehicles and equipment as required on page 7? Yes____ No____

B. Did the bidder submit a list of employee training and benefits as required on page 7? Yes____ No____

C. Did the bidder submit a description of its business culture as required on page 7? Yes____ No____

D. Did the bidder submit references as required on page 7? Yes____ No____

E. Did the bidder submit a list of supervisors and employees as required on page 8? Yes____ No____

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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.

BIDDER’S NAME: ____________________________

72-11LM
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:


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

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.).

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):


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 AMENDMENTS, 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

BIDDER’S NAME:
BID FORM PAGE 6 OF 6

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

NAME (PRINTED): ______________________  TITLE: ______________________

E-MAIL ADDRESS: ______________________  TEL. NO.: ______________________

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<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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<tr>
<td>CITY/STATE/ZIP:</td>
</tr>
<tr>
<td>TELEPHONE NO.:</td>
</tr>
<tr>
<td>FACSIMILE NO.:</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
</tr>
</tbody>
</table>

THIS FIRM IS A: • INSERT NAME OF STATE
   ____ CORPORATION,  ____ GENERAL PARTNERSHIP,  ____ LIMITED PARTNERSHIP,
   ____ UNINCORPORATED ASSOCIATION,  ____ LIMITED LIABILITY COMPANY,
   ____ SOLE PROPRIETORSHIP

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?

<table>
<thead>
<tr>
<th>BIDDER STATUS: MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
</tr>
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72-11LM
WAGE NOTICE

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

$12.75 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:

$12.75 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
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.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.
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