

TECHNICAL PROVISIONS

1. BUILDING & GROUNDS SECURITY & SAFETY:

- 1.1. Describe methods used to ensure that facilities are secure at all times while their staff is on site. Offeror should establish practical protocols and limit company access to security codes. The company's supervisors for secured facilities must be able to communicate fluently in English. The secured facility type includes, but is not limited to Police Stations, Government Centers, McConnell Public Safety & Operations Center (MPSTOC), Public Safety Headquarters, Fairfax Courthouse, Police Criminal Justice Academy, Revercomb location, and Stonecroft locations.
- 1.2. Provide clear instruction to staff that emphasizes the badging requirement of the county. Anyone, not previously cleared by the county, may not enter non-public areas or attempt to enter a locked facility at any time.
- 1.3. Describe methods used to ensure the safety of your employees, as well as the general public, while performing services on county property. This should include but not be limited to the requirements of OSHA, Miss Utility, EPA, as well as state and local laws and ordinances. A list of protective work wear provided for laborers performing landscape tasks shall be provided in the Offeror's Technical Proposal.

2. EQUIPMENT & WATER SUPPLY:

- 2.2. Provide a list of all equipment that will be used in the performance of routine work under this contract shall be included in the offeror(s) technical proposal. The list should include the type, make, model, age and quantity of equipment. The equipment must be of sufficient quality to meet or exceed the performance requirements of this contract. All equipment must be in good condition and properly maintained throughout the term of the contract. Listed below is a brief sample of potential equipment items:

- Line Trimmers
- Mowing Equipment
- Edgers
- Blowers
- Hedge Tools such as Pruners, Shears, Loppers
- Pruning saws
- Misc.

- 2.3. Provide for proper storage of all equipment and gas containers.
- 2.4. Describe your capability to provide water to facilities managed by FMD through either a Water truck (identify capacity) and provision for gator bags. Contractor water trucks will not be allowed to fill at any FMD facility.
- 2.5. Provide a complete list of snow equipment available for use for snow removal services at the Police Criminal Justice Academy, as noted in Special Provisions paragraph 5.8.

3. VEHICLES AND TRAILERS:

- 3.6. Provide a list of fleet of registered operational motor vehicles that are available for use on this contract. Identify by type, make, model, year and current odometer reading. Truck type should identify tonnage, towing capacity, off-loading capability, and dumping capability.
- 3.7. Provide a list of landscape trailers that are available for use on this contract. Identify type, make, and model. Type should identify size and safety provisions for each trailer. All company vehicles must be clearly being marked with logo or lettering to display the company name as matching the name provided in the company profile on at least each side of the vehicle. Any exception must be noted in your proposal with explanation.

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4. **PERSONNEL:**

- 4.1 **PROJECT MANAGER:** Provide a qualified Project Manager (PM) as chief operations manager for this contract. A Project Manager (PM) is a person designated in writing by the Contractor who has complete authority to act for the contractor during the term of the Contract and who is authorized to accept direction from the County and all other correspondence on behalf of the Contractor. The PM will be the primary contact person for the contractor. All scheduling and planning of work will be communicated by the PM to the county. The PM is required to be available to visit county properties to address problems or concerns by the county, within 24 hours of notification (weekends and holidays excluded). The PM shall have authority to direct the contractor's supervisory staff when quick remedial action is needed. The PM shall be available to receive and respond to inquiries by phone and by email during the hours of 7:00 AM until 7:00 PM Monday through Friday. The contractor shall identify at least one alternate weekday contact, and identify accessibility to contract management 24 hours a day, 7 days a week (Emergency contact).

Qualifications of the Project Manager: The Project Manager must be proficient in the English language and must be able to communicate effectively both orally and in writing. The Project Manager shall possess at least 3 years of recent responsible experience in managing landscape services of the approximate size and characteristics of the facilities listed. The offeror may identify one project manager for all parts, however in order to receive award for multiple parts, the Offeror must demonstrate that the project manager offers appropriate experience to size, characteristic and scope for those Parts or Areas assigned to the Project Manager. A detailed resume containing as a minimum, the information below must be submitted in the Contractors Technical Proposal. These qualification standards apply to both new and replacement Project Managers.

1. The full name of the proposed Project Manager.
2. A detailed description of the previous 3 years' experience of employment history. Identify relevant experience in managing landscape services with buildings and clients of similar characteristics included in this RFP.
3. The names and addresses of the companies from whom the proposed manager worked for the past 8 years along with the name and telephone numbers of his or her immediate supervisors.
4. Copies of professional training and copies of current licenses, if any.

If the Project Manager becomes unavailable for work under this contact, the contractor shall immediately notify the County Contract Manager. The Contractor shall replace the Project Manager with personnel of at least equal abilities and qualifications within 30 days or other time agreed upon by the County Contract Manager. The contractor shall submit requests for approval of substitutions in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution. The County Contract Manager will evaluate such requests and notify contractor of approval or disapproval of the request. **The county reserves the right to conduct interviews and have final approval of all prospective Project Managers.** FMD and DHCD will provide one County Contract manager. The contractor shall notify the Fairfax county Contract Specialist immediately if the respective County Contract manager is non-responsive.

4.2 **SUPERVISION:**

GENERAL: The Contractor will ensure that all work required by this Contract is satisfactorily supervised. The Contractor shall provide sufficient supervision to carry out all terms and conditions of this contract. In addition, supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests. Supervisory employees must be proficient in the English language and must be able to communicate effectively both orally and in writing. A resume of each supervisor should be included in the Contractors technical proposal. At the minimum, the Offeror shall identify the company requirements and standards expected from the supervisory positions. The Offeror shall note the number of employees assigned to each supervisor as well as the number of facilities each supervisor will supervise.

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4.3 **EMPLOYEES:**

The Contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely and economically manage, operate, maintain and account for the services.

The County may require dismissal from work any Contractor's employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility and its population. Each employee of the Contractor shall be a citizen of the United States or an individual who has been lawfully admitted for permanent residence or has a valid work permit.

The Contractor shall adopt an employees' Standard of Conduct for all employees working at the facility and shall require any subcontractors to use and follow the Standards of Conduct. As a minimum, the Standard of Conduct, shall contain the following guidelines:

- a. Each employee is expected to refrain from disorderly conduct.
- b. Each employee is expected to exercise courtesy and tact when dealing with fellow employees, County employees, and the public.
- c. Each employee is expected to maintain a clean and neat appearance to the maximum practicable extent during working hours.
- d. Each employee is expected to refrain from using County property or facilities for other than officially approved activities.
- e. Each employee is expected to refrain from carelessly or willfully causing damage to or destruction of County facilities or property.
- f. Each employee is expected to refrain from using or being under the influence of alcohol or illegal drugs while on County property.
- g. Each employee is expected to conserve, properly utilize, and protect County property, equipment and materials.
- h. Each employee is expected to exercise watchfulness and safe work habits in the performance of duties to eliminate potential hazards and protect co-workers.
- i. Each employee is expected to refrain from engaging in criminal, dishonest, immoral, or other conduct prejudicial to the County.

Also in connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment.

- 4.5 **STAFF TURNOVER:** Provide your firm's staff turnover rate. The County seeks to have a staff turnover rate not to exceed twenty percent (20%) annually. Based on Security Clearance requirements, vacated positions must be permanently filled within five working days. Absence of full staffing does not except the Contractor from performing all required tasks. The Contractor must provide a standby crew that have clearances, are trained on site requirements and are capable of performing all tasks to fill in for employee absences. A stand-by crew is required to be on staff and available for unplanned absences for all service performance required by this contract.

5. **COMMUNICATION SYSTEMS:**

- 5.1. Provide a description of the communication system which will be used to enable the County representatives to contact the Project Manager, at any time during the performance of work.
- 5.2. The Contractor shall provide and maintain in good working condition a system which enables the County representatives to contact the Project Manager. This system shall enable the Project Manager and the company Supervisors to remain in contact at all times during normal business hours. All systems used by the Contractor shall comply with all applicable rules and regulations and frequency approval by the county.

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6. SECURITY CLEARANCES AND CRIMINAL HISTORY CHECK REQUIREMENTS:

- 6.1. The contractor is responsible for obtaining criminal history reports for all properties. Upon award the contractor shall coordinate security clearances through the FMD security office. The criminal history check shall be provided to FMD along with E-Verify results.
- 6.2. All contractor and subcontractor employees must pass to the satisfaction of the Fairfax County Security Chief, a Criminal History check, at a cost of approximately \$35 per person, payable directly to the company who provides the service. Fairfax County has a current agreement with Castlebranch Inc for database access. Other criminal history check companies may be proposed and used, if approved by the Fairfax County Security Chief. The following offenses are deemed to be unacceptable if discovered in a criminal history check: murder, manslaughter, felony kidnapping or abduction, armed robbery, carjacking and felony criminal sexual assaults.
- 6.3. In all cases, the criminal background investigation report must be presented a minimum of five working days prior to the employee start date. If any employee leaves and is re-hired by the contractor, a new criminal background investigation report must be obtained prior to the employee starting work in the facility. If the Facilities Management Department denies access to any contractor employee, the contractor will be advised and the employee cannot work or be assigned work under this contract.
- 6.4. The contractor is responsible for acquiring a recheck of criminal history reports at a minimum of every 3 years for all contractor employees. The rechecks should be completed by no later than March 15 of the given year.
- 6.5. All approved contractor employees will be issued a Fairfax County badge which must be available at the employee's work site - either on person, or on site vehicle. Duplicates or photocopies are not acceptable. Employees will be photographed and issued their Fairfax County badge at the same visit, at the Fairfax County Government Center during normal business hours. Employee must provide a Driver's License or other authentic photographic proof accepted by the Fairfax County Security Chief on the date of badge issuance. There is no cost to the contractor for original issue or 3-year re-issue of a county badge. Lost or stolen badges must be reported immediately and will be replaced at a cost of \$15 per badge.

7. CONTRACTORS QUALITY ASSURANCE PROGRAM:

- 7.1. Demonstrate a Quality Assurance Program which provides an internal systematic and continual inspection plan for any one part or all three FMD parts of this RFP and for any one area or all three DHCD areas of this RFP and for the three SWMP locations. This program should provide for reports for each Part or Area serviced that describe and rate conditions, and provide recommendations for remedial actions or additional services. A quality control plan shall be presented to the respective County Department annually for approval, and will be utilized by the county as part of the quarterly performance criteria required for this contract.
- 7.2. The quality control plan shall provide for a monthly system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or county contract monitors point out deficiencies. This plan is very important to the success of the contract. The plan shall include, but is not limited to:
 - A. An inspection system which is tailored to the specific facility and which covers all services stated in the Offeror's Plan of Work for service task frequencies.
 - B. Identify employees by title and type of inspection who are authorized to complete inspections.
 - C. Customer complaint and Incident report log for each awarded Zone or Area. This log should identify each valid customer complaint or reported incident with the corrective action taken and actions taken to correct deficiencies. A report shall be submitted to the County Contract Manager identifying the above information at the end of each Quarter.

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8. PLAN OF WORK:

8.1 Offerors(s) shall submit a Plan of Work for each Zone or Area in their technical proposal. The plan should provide a brief description of grounds maintenance and landscape service tasks along with the frequency for each task. The work plans should show correlation to the staffing plan requirement found in Special provisions paragraph 6.4.d The following chart may be utilized as a guide.

Service Task	Description	Frequency
Mowing grass	Mow To <u>X</u> " height, includes removing small limbs, trash, debris and line trimming	Every X days
Weeding of landscaped beds	Maintain all mulched beds mostly free of weeds and weedy grass such as crab grass.	Every X days beds will be checked and weeds hand pulled if needed
Weeding of hardscape	Maintain all sidewalks, building entrances, parking lots, curb drains, etc. free of weeds	Hardscape will be inspected and weeds will be eliminated X times per year.
Mulching of landscape beds	Maintain a <u>X</u> " layer of mulch in landscape beds.	Beds will be edged, cleared of any debris, weeds, etc. and new mulch applied <u>X</u> times per year
Pruning and trimming of shrubs and trees	Shrubs and trees will be maintained by pruning, trimming and shaping so that limbs, branches do not extend into walkways, driveways, parking spaces etc., and to minimize obstruction and safety risk near building entrances and walkways.	Shrubs will trimmed every ___ days Hedgerows will be trimmed every __ days Trees will be pruned every _____ days.
Property inspection	Provide inspection of each property certified horticulturist preferred.	every <u>X</u> months
Fence weed control	Applying herbicide to control weeds along the fence line.	Spring
Fertilization	Apply 10-10-5 fertilizer to mowed area	Fall
Reseeding of large areas	Re-seed areas to improve appearance with comparable seed mix	Annual

8.2. Establish an Annual Scheduling Plan that shall be presented to the county by February 1 of each year. This plan will target planned dates for scheduling routine services. Routine services shall be broken down as follows:

- a. Mowing services to include, edging, line trimming, removal of trash and debris
- b. Landscape services to include, all weeding, mulching, pruning, hedging, leaf removal, weed control, seasonal plantings

8.3. The Project Manager is responsible for providing a monthly service schedule for each Zone and Area by the 20th calendar day preceding each service month, from March through December. Project manager shall also provide:

- a. Weekly schedule for each task at each facility.
- b. Frequency of service for each task for the month
- c. Monthly schedule of non-routine service for any plantings or project work.
- d. Vendor is expected to check in and out with the Admin Offices at the facilities to confirm they are working at the facility.

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- 8.4. A Plan of Work must be provided in Offeror's Technical Proposal for supplemental services which are included in this RFP. This Plan of Work should address a description of tasks and work frequencies for each of these 3 supplemental services.
- 8.5. Provide a sample Plan for project work (additional cost services) to include site preparation, new plantings, and associated future maintenance needs, including a watering program. For each Zone and Area, contractor should provide at least 3 and no more than 5 project recommendations. The project criteria, found below, should represent a mix of project value estimated at \$1,000 or less; and project value estimated between \$1,000 and \$5,000.
 - a. Project Recommendation will likely improve health of existing landscape OR
 - b. Project Recommendation replace existing landscape features that are a safety or security risk, or that are not appropriate for location or in serious decline.
 - c. Project Recommendation will add to the appearance of the property

9. TRAINING:

- 9.1. Offeror(s) should submit their training program in the technical proposal. Training should cover safety and environmental protocols through various language portals, if necessary. The training program should include but is not limited to the following:
 - a. Initial general training, including review of safety protocols
 - b. Training for proper use, and storage of equipment and vehicles
 - c. Supervisory and management training
 - d. In service training and updates.
 - e. Specialized training for equipment repairs, environmental issues, etc.
 - f. Project manager and supervisor training on the requirements of this contract.
- 9.2. All training shall comply with Federal, State, Local and OSHA requirements. The successful offeror(s) must maintain a current log of all employees who have completed the training and make records available to the County upon request.

10. SUSTAINABLE LANDSCAPE PRACTICES:

- 10.1. Identify current practices that your company initiates for general maintenance, such material selection, recycling or reusing of natural resources, and disposal of wastes; as well as practices used to protect storm drains, or other possible contamination of storm water runoff or drainage.
- 10.2. Briefly describe decision making process for application and selection of herbicides, pesticides or other potentially harmful chemicals.
- 10.3. Briefly describe inspection and maintenance practices that your company utilizes to identify
 - a. Soil issues such as compaction and erosion
 - b. "Right plant, Right place" practice to replace plants as appropriate, preserve native plants, and provide a non-invasive plant environment.
 - c. Conserve material resources through locally sourced materials.
- 10.4. Briefly describe current company practices regarding the selection, purchase, and maintenance of power equipment. Demonstrate how these practices improve sustainability in equipment power source, equipment capability, or other associated design feature.

11. UNIFORMS:

- 11.1. All service personnel are required to wear a uniform which shall clearly identify personnel as employees of the contractor. This requirement shall apply upon entering County property and at all times while on duty.

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12. UNAUTHORIZED PERSONNEL:

- 12.1. The contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members (children), assistants or any other person unless said person is an authorized working contract employee with a Fairfax County security clearance for said facility. Unauthorized persons discovered on work premises will be immediately escorted off the property. Contractor employees who allow unauthorized entry to anyone, including family members or friends into a county building are subject to immediate dismissal from county property and loss of their county badge. The contractor will also be cited for a security deficiency and possible deduction from their monthly invoice. Repeated offenses are considered "Unsatisfactory" and may lead to termination of the contract.

13. SAFETY AND HEALTH:

- 13.1. All work shall comply with Federal, state and County safety and health guidelines and requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- 13.2. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the County harmless for any action on its part or that of its employees or subcontractors that results in illness or death.

14. FAIRFAX COUNTY'S QUALITY ASSURANCE PROGRAM:

- 14.1. The County Contract Manager or representative will evaluate the Contractors performance through intermittent review of customer complaints, review of reports and by physical inspections. The Contract Manager or County representative may contact customers to verify timely, acceptable corrective actions were taken by the contractor. If at any time during the month the number of customer complaints meets or exceeds the performance thresholds for the objective, the Contract Manager or County representative will review all complaints received for that objective. The Contract Manager or County representative will document these reviews in a memorandum for record. The Contract Manager or county representative (s) may inspect each task as completed if deemed appropriate because of changes in the quality of the contractors performance or repeated customer complaints. The Contractor shall be responsible for initially validating customer complaints; however, the Contract Manager or representative shall make the final determination of the validity of customer complaint (s) in cases of disagreement between the contractor and customer(s). The County's QA effort does not relieve the contractor from the responsibility of satisfactorily performing the services specified in the contact.
- 14.2. During the first three months of the contract, the contractor shall meet with the County Contract Manager and designated county officials as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the contractor to state in writing any disagreement with the minutes. After the first three months of the contract, the contractor shall meet with the Contract Manager and other designated county officials for the purpose of discussing performance, monthly, or at the call of the Contract Manager or at the request of the contractor.

Consequence of Contractors failure to perform required service: The Contract Manager or other designated county official may inspect at any time for compliance with the terms of the contract. Customer complaints will be tracked and if the performance threshold is exceeded, action will be taken by the Contract Manager or county representative.

- 14.3. Should the Contract Manager or other representative receive a complaint from a customer of poor performance or non-compliance, the Contractor will be required to correct any deficiencies, as soon as possible after notification, but prior to the next scheduled service. All corrective actions will be at the Contractors expense and at no cost to the County.

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- 14.4. In the event that services are not provided to an entire facility the reduction in the contract price will be computed as follows:

The reduction rate in dollars per day will be equal to the per month contract price for the facility, divided by the frequency of the task.

- 14.5. If the Contractors non-performance results in the use of independent means to provide services. The contractor will be responsible for all costs incurred.

15. CONTRACTOR'S PERFORMANCE EVALUATION:

- 15.1. The contractor's will receive a performance evaluation on a quarterly basis from the County Contract Manager or representative. The evaluation will include a narrative summary of the contractor's performance that includes the following assessment elements. This information will be used to determine annual renewals.

PERFORMANCE ELEMENT	DESCRIPTION
<u>Quality of Service</u> for all routine and unscheduled work.	Assessment of Contractors conformance to contract requirements, specifications and standards.
<u>Scheduling and Timeliness.</u> Includes providing advanced schedules, notifications of any delays, accurate and timely invoicing.	Assessment of Contractors timeliness to completing project work and required scheduled work.
<u>Business Relations</u> includes Communication with the county and Security practices.	Customer Satisfaction identifies problems and communicates corrective action plans. Complete background checks and badging of employees.
<u>Management of Personnel</u> Includes Safety and Training	Assessment of contractor's performance in selecting, retaining, supporting, training and replacing personnel. Adheres to safe practices as defined by the OSHA, EPA, Fairfax County and other governing bodies

- 15.2. Performance Ratings: Contractor ratings and criteria are listed below:

PERFORMANCE RATING	CRITERIA
Exceptional	Performance meets and exceeds contractual requirements. No valid complaints in 3 months
Very Good	Performance Meets and exceeds some contractual requirements. Tasks accomplished with few minor problems for which immediate corrective action was taken. No more than one valid complaint per month or 3 total for the rating period.
Satisfactory	Performance Meets contractual requirements. Performance elements contain some minor problems for which corrective actions were taken. No more than 5 valid complaints for the rating period.
Marginal	Performance does not meet some contractual requirement OR Performance element reflects a serious problem for which the contractor has not yet identified corrective action. The Contractors proposed actions appear only marginally effective or were not fully implemented. OR More than 5 valid complaints for the rating period.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner Or The performance of the element contain serious problem(s) for which the contractor's corrective actions appear or were ineffective

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15.3. Monitoring of all contract performance will be an on-going process. Reports will be transmitted to the Contractor indicating non-compliance or poor performance. The Contractor will notify the County when corrective action has been completed. Failure to take corrective action will result in deductions being taken.

16. **COUNTY HOLIDAYS:**

16.1 Service shall be performed on the basis of tasks and frequencies indicated herein under Frequency of Cleaning Service, except for Fairfax County Government observed holidays. Some facilities will be required to work holidays. Contractors must verify holidays by contacting the Facilities Management Department. Fairfax County holidays include:

New Year's Day (January 1)
Martin Luther King Jr's Birthday (3rd Monday of January)
George Washington's Birthday (3rd Monday of February)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (next to last or last Thursday in November)
Fall Holiday (day after Thanksgiving)
Christmas Day (December 25th)

17. **ENVIRONMENTAL IMPACT OF SERVICES**

17.1 Fairfax County requires that the services be provided with the least environmental impact possible that allow mowing methods to improve the landscape. Practices shall be as environmentally and sustainable as practical. Contract must communicate with the county before using any Herbicides, Pesticides or chemicals on county property.

17.2 Any leaks or spills of concentrated chemicals on County property must be reported immediately to facility manager/admin office so that contamination is minimized.