



SCOPE OF WORK

Annual Requirements Contract for Grass Sod.

1.0 INTENT

The intent and of this invitation to bid is to establish an annual requirements contract for the supply and delivery of grass sod within the City of Arlington to selected job sites, ball fields, golf courses, or other designated locations.

Vendors must have a physical location within ten (10) driving miles of the City of Arlington and must provide same day delivery and allow same day pickup. All materials bid must comply with applicable federal, state, county, and local regulations governing landscape materials.

The City reserves the right to make an award to either one vendor whose proposal is the best value for the City, or to multiple vendors, at the City's discretion.

2.0 DEFINITIONS

For the purpose of these specifications, the following words or terms shall be defined hereinafter set forth:

1. **29 CFR 1910:** Code of Federal Regulations – Occupational Safety and Health Standards
2. **Bid:** The offer made by the Bidder
3. **Bidder:** The person with the authority to make an offer, enter into a binding agreement with the City of Arlington. The Bidder may be identified the vendor, bidder, prime contractor, or contractor. The Bidder is solely responsible for the quality, performance, and acceptable completion of the awarded contract.
4. **Binding Agreement:** The offer and acceptance of the solicitation.
5. **Breach:** A breach occurs when failure to perform, or fulfill the responsibilities under these specification in a diligent, efficient, timely, or careful manner, and in strict accordance with the provisions of this Contract; or fail to use an adequate number or quality personnel or equipment to complete the work.
 - a. Minor Breach is one that affects a small or minor detail(s) of the agreement and may not affect the outcome of the overall success of the contract.
 - b. Major Breach is one that is so substantial that it defeats the purpose of the contract; therefore, affecting the outcome of the contract's success. This is known as a material



breach. When a material breach occurs, the City has the right to cancel the contract, and damages may be sought.

6. **City:** Shall mean the City of Arlington, Texas, and entity which has final acceptance of a bid.
7. **Citywide Contract:** A contract which may be utilized by all departments within the City of Arlington based on needs. There are various points of contact within the City who can have oversight of this contract. Any discrepancies with the contract shall be forwarded to the Purchaser of Record for routing and problem solving.
8. **Contract Coordinators:** Shall mean the designated representative(s) of the City of Arlington who are responsible to administer, monitor, review, and audit the work performed per the bid specifications. The Contract Coordinator(s) shall have no duty to inspect but may inspect at his/her discretion and will record details of contractor's progress.
9. **Delivery Area(s):** The geographic areas of the City designated to receive specified delivery or service.
10. **Director:** Shall mean the duly appointed officer of the Department who represents the ordering department on behalf of the City of Arlington. The Director is empowered by the City of Arlington Charter or by the City Council to enter into a Contractual agreement on behalf of the City of Arlington.
11. **Inspector:** Shall mean the authorized designee who may report back to the Contract Coordinator(s), and who shall have the right to monitor or inspect the Contractor's progress within the designated Delivery Area(s) for the purpose of ensuring that the quality of sod meets specification; as well as all meeting all delivery requirements. The inspector shall have no duty to inspect, but may inspect at his/her discretion and will record details of contractor's progress.
12. **Schedule:** Shall mean the delivery time frame established for the project or contract to stay on task.
13. **Notice-to-Proceed:** The official written notification from the City of Arlington to initiate the purchase of sod and delivery services according to bid specifications. A Purchase Order will be issued by the City, and must be received prior to order being processed and delivered.
14. **OSHA:** Occupational Safety and Health Administration
15. **PPE:** Personal Protective Equipment to be worn as required by OSHA Section 5(a)(1), Section 5(a)(2), and Section 5(b), and 29 CFR Subpart I in its entirety.
16. **Solicitation:** The document which is publicly accessible for the purpose of review by potential Bidders who are interested in bidding on proposed goods or services.
17. **Specifications:** All documents including, but not limited to, Cover Sheet, Bid Price Schedule, Instruction to Bidders, Terms and Conditions, Special Provisions, Scope of Work, and other



Attachments and Exhibits as described herein which are required for evaluation, award, and successful completion of contract.

3.0 MINIMUM STANDARD OF ACCEPTANCE

1. SOD:
 - a. Sod shall consist of leaf blades and roots with a healthy and virile system of dense, thickly matted roots throughout the soil of the sod for a thickness of not less than three-quarters (3/4") inch;
 - b. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses;
 - c. The grass shall have been mowed prior to sod cutting so that the height of the grass shall not exceed two inches (2");
 - d. Sod shall have been grown in beds of sandy clay loam; and
 - e. Dimensions: All sod shall have been machine cut to uniform thickness of two (2") inches.
2. PRODUCT AVAILABILITY: Generally the City's requirement for grass sod is of an immediate nature; therefore it is a requirement of this bid that bidders be engaged in the regular business of selling grass sod even though this may not be their exclusive product.
 - a. At a minimum, bidders must maintain an on-hand inventory of at least two pallets of each type of grass sod included in the bid.
3. ORDER PLACEMENT: The minimum order for delivery shall be one full pallet (Approximately 50 square yards).
 - a. The vendor agrees to deliver live grass sod to Arlington area locations for the delivery charge stated within the bid schedule or subsequent renewal as mutually agreed upon;
 - b. Deliveries shall be made the same day as orders are received unless otherwise mutually arranged upon in writing;
 - c. Vendor is responsible for the removal of the pallet(s) of grass sod from the vendor's delivery vehicle



4. DELIVERY: Delivery shall be F.O.B. to various locations in Arlington, Texas. The Bid schedule shall indicate total cost to the City; and include, supplying all labor, materials and equipment required for the offloading and placement of items as directed.
 - a. A delivery ticket showing date and location of delivery must be submitted with the invoice. Delivery tickets must show the Purchase Order Number furnished when order was placed and must be signed by City personnel accepting the delivery.
5. SHIPMENT REJECTION:
 - a. Shipments will be rejected should any delivered material not meet industry, and nursery standards, and requirements of the City;
 - b. It will be the responsibility of the vendor to remove any unsuitable materials and replace with quality materials;
 - c. If delivered material is of questionable quality, the City will not pay for truck delays while the matter is being resolved; and
 - d. If materials are rejected upon delivery more than twice in a twelve (12) month period, the bid may be awarded to the next lowest bidder until satisfactory material can be found.
6. FAILURE TO COMPLY WITH SPECIFICATIONS:
 - a. This bid is for immediate, on demand, supply and delivery. Inability to furnish grass sod in this manner may result in bidder being disqualified or the immediate termination of said bid award.
 - b. The awarded Vendor acknowledges the City reserves the right to purchase grass sod from alternate source(s) when, or if not immediately available from the awarded Vendor. The awarded Vendor shall enforce no latent penalties, fines, or fees to the City when or if the awarded Vendor fails to provide the contracted sod(s) as specified by this bid specification.