

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

REQUEST FOR PROPOSALS NO. 20- 153-RFP

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 22ND DAY OF JUNE 2020 FOR:

FOOD SERVICE FOR INMATES OF THE ARLINGTON COUNTY SHERIFF'S OFFICE (ACSO)

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE.

A preproposal Conference will be held at 10:00am to 11:00am June 10, 2020.

NOTICE: ANY OFFEROR 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 PROPOSAL (REFER TO [AUTHORITY TO TRANSACT BUSINESS](#) SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

A virtual pre-proposal conference will be held from 10:00am to 11:00am on June 10, 2020 to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend. Please see dial in information below:

Join Microsoft Teams Meeting

+1 347-973-6905 United States, New York City (Toll)

Conference ID: 106 955 391#

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent
Francine Morris
Procurement Officer
fmorris@arlingtonva.us

TABLE OF CONTENTS

I. INTRODUCTION TO EVALUATION PROCESS4

II. INFORMATION FOR OFFERORS 5

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO.19-183-RFP9

IV. SCOPE OF SERVICES.....10

V. PROPOSAL REQUIREMENTS.....19

VI. CONTRACT TERMS AND CONDITIONS 23

VII ATTACHMENT AND FORMS41

ATTACHMENT A - COST PROPOSAL

ATTACHMENT B - LIVING WAGE

I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No.20-153**. Vendors must be registered to respond and/or submit questions to this RFP. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

RFP No. 20-153 – TENTATIVE SCHEDULE

RFP ISSUANCE	<u>May 21, 2020</u>	
QUESTION 1 DEADLINE	<u>June 1, 2020</u>	<u>at 4:00 p.m.</u>
ADDENDUM A ISSUANCE (if applicable)	<u>June 8, 2020</u>	<u>at 4:00 p.m.</u>
PROPOSALS DUE	<u>June 22, 2020</u>	<u>at 3:00 p.m.</u>
CONTRACT AWARD	TBD	
CONTRACT COMMENCEMENT	TBD	

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY JUNE 1, 2020, AT 4:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL ADDENDUM WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

3. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

4. **COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

5. **NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will send a Notice of Decision to Award to all Offerors using the e-mail addresses provided on the Proposal Form.

6. **TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

7. **FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

8. **DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

9. **CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

10. **REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

11. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

12. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

13. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

14. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror 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, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

15. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called "Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned or County-occupied property must be paid an hourly wage no less than the Living Wage published on the County's website on the date of final execution of the Agreement. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.

16. **RIDER CLAUSE**

A. **Extension to Other Jurisdictions**

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. **Inclusion of Governmental & Nonprofit Participants**

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. **Notification and Reporting**

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. **Contract Agreement**

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

III INTRODUCTION TO REQUEST FOR PROPOSAL NO.20-153-RFP

1. PURPOSE OF SOLICITATION

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide food service for inmates of the Arlington County Sheriff's Office (ACSO), the staff and invited visitors at the Arlington County Detention Facility (ACDF) of a qualified Contractor is to provide the above Services to the Arlington County Sheriff's Office, located at 1425 N. Courthouse Rd. Ste 9100, Arlington, Virginia 22201.

2. BACKGROUND

The average daily inmate population is expected to be between 475 to 590. The ACDF houses inmates from Arlington County, the City of Falls Church and the Washington Airport Authority. Operationally, the facility houses approximately 475 – 590 inmates. The operational capacity is based on inmate classification levels, the numbers of male versus female inmates and staffing levels.

ACDF is a 13-story building with five two-story mini jails that are served by three stories of support services located in the base of the building. Mini jails have housing units grouped around a program center, which is semi-autonomous and designed to maximize the delivery of programs and services, while minimizing inmate movement.

ACDF is operated using Direct Supervision, a philosophy of inmate management that inserts a deputy in the housing unit to supervise the inmates in that unit. This style of management has proven to reduce disruptive behavior among inmates, creating an effective form of control and supervision. The County places emphasis on: (1) teaching inmates self-sufficiency and (2) empowering staff to manage the inmates in the housing unit.

IV. SCOPE OF SERVICES

INTRODUCTION:

- A. The Contractor will provide food services for inmates of the Arlington County Sheriff's Office (ACSO), its staff, and invited visitors at the Arlington County Detention Facility (ACDF) (the "Services").
- B. The average daily inmate population fluctuates between 250 and 550 with a maximum facility capacity of 700. The Contractor also will serve approximately 90 additional meals per day to staff and visitors. The inmate population number is expected to decrease as time goes by.

FOOD REQUIREMENTS:

- A. The Contractor will furnish all labor, materials, and supplies necessary to provide the Services, except for inmate labor and County-furnished equipment and supplies specifically listed under Subsection IV below, Sheriff's Office Responsibilities.
- B. The Contractor will furnish well-prepared and nutritionally adequate meals that meet all requirements prescribed by state, federal, and local laws and regulations. The Contractor must meet all food service-related requirements necessary to comply with the American Correctional Association (ACA) standards and the Virginia Department of Corrections (VADOC) Minimum Standards for Jails and Lockups. If a conflict arises in the application of these identified standards, the most stringent requirement will prevail. The Contractor must also maintain ACA accreditation.
- C. Meal/Menu Minimum Requirements - The Contractor will provide at least three meals daily, with no more than 14 hours passing between the evening meal and breakfast, and a minimum of two hot meals per day, seven days per week. Two 8-oz. portions of fresh, whole milk (min 2% milk fat) will be served per day with at least one 8-oz. portion served as a beverage. The remaining portion may be used in food preparation.

The meals must meet the dietary allowances as stated in the Recommended Dietary Allowances, National Academy of Sciences (NAS) https://ods.od.nih.gov/Health_Information/Dietary_Reference_Intakes.aspx, including a minimum of 2800 calories per day, appropriately distributed between three meals as mandated by NAS. Should these minimum calorie standards change during the term of this contract, the Contractor will adjust meals accordingly with no increase in the contract unit price per meal. All meals must be nutritious and served in a manner that makes them palatable. Meals must not contain pork products.

The Sheriff or her designee will approve monthly menus proposed by the Contractor at least 30 days in advance of implementation. The Contractor must provide, at no extra cost, meals conforming to special religious, medical, vegetarian and similar diets approved by the Sheriff, including dietary supplements, such as Ensure© or similar products. Evening meals must be available for late arrivals from transport or work release and others who cannot be or who are not present for the scheduled meals. The Offeror must submit a sample 30-day menu

with its proposal, including Kosher, Halal and vegetarian options. The Contractor must make every effort to include these options in regular meals in order to avoid special meal requests.

- D. Spirit Lifter Meals – The Contractor will provide a minimum of five Spirit Lifter meals annually, including during the Christmas, New Year's and Thanksgiving holiday periods and two meals to be scheduled at the discretion of the Sheriff. Spirit Lifter meals are routinely associated with a specific holiday and are of higher quality than the normal meals. All such meals will be provided at the same rates as regular meals.
- E. *Optional, to be negotiated prior to contract award:* Provide a web-based food ordering program that allows family and friends of the incarcerated the ability to order fresh, non-packaged food for an inmate on a regular schedule. Family and friends should have the ability to view a menu and see pricing for these food items.
- F. Meal Procedures - The Contractor will be responsible for food service procedures detailed below and will arrange for a delivery schedule to ensure that hot meals are delivered hot. (All meals are prepared and delivered from the ground floor of the Detention Facility.)
- G. The Contractor will be responsible for delivering thermal trays on carts for each meal to the locations listed below. ACSO staff assigned to each location will be responsible for serving. The Contractor will provide proper hair restraints or hats and plastic gloves for the Workforce inmates serving the meals to the inmates in the Housing Units.
 - Processing Section
 - 2nd floor Medical Unit
 - 5A, 5B, 5C Housing Units
 - 7A, 7B, 7C Housing Units
 - 9A, 9B, 9C Housing Units
 - 11A, 11PC, 11B, 11C Housing Units
- 1. The Contractor will be responsible for providing meals to staff in the 11th floor staff dining room. The lunch meal (from approximately 11:00 AM to 2:00 PM) will consist of at least two varieties of meals - one steam table hot meal and one hot/cold sandwich meal offering a salad bar with fruits, salad, and dressings. The Offeror must submit a sample monthly staff menu with its proposal.

It is estimated that approximately 90 staff meals will be needed for lunch. The Contractor will provide an employee in the staff dining room during the lunch meal preparation and serving. Any change to the staff dining hours requested by the Contractor must have prior approval by the Sheriff or designee. In the event the staff dining room will be closed on a given day, advanced written notice must be given to the ACSO Support Service Administrator.

The Contractor must furnish and operate a coffee machine that provides fresh individual cups of coffee operational 24 hours a day in staff dining. This machine must provide at a minimum, regular coffee, decaffeinated coffee and a hot water option. The Contractor also must provide furnish and operate a juice machine in the staff dining area. The

Contractor will be responsible for the cost of the stocking the consumable supplies used in those machines

2. The Contractor will be responsible for delivering beverage bars to 12 housing units on a daily basis for service with each meal, with each beverage bar serving up to 71 inmates each. It is estimated that each housing unit will require approximately 15 gallons of beverage per day. The beverage bars must contain at least 10% juice. The Sheriff or designee may approve substitutions. Other beverages, e.g. coffee, milk, tea also will be included with meals pursuant to the menu.
 3. Any food complaints generated by inmates through the grievance process or ACSO staff will be directed to the Contractor's Food Services Manager and must be addressed immediately.
- H. Changes: The Contractor must provide in writing to the ACSO Director of Corrections any plans for proposed changes in the approved menu and must maintain documentation of any substitution in the approved menu.
- I. The Contractor must ensure that the ACDF has enough perishable food and bottled water stocked for cooking and drinking on hand for at least 72 hours, should an emergency arise. The Offeror should describe its emergency plan for food operations/service during an emergency.

CONTRACTOR'S ADDITIONAL RESPONSIBILITIES:

A. Staffing:

1. The Contractor must provide adequate staffing to oversee and supervise all aspects of the food service operation to include:
 - a. Food Service Manager - The on-site food service manager must have at least four years' experience in correctional food service operations and be approved by the Sheriff.
 - b. Assistant Manager - The assistant food service manager must have at least two years' experience in correctional food service operations.
 - c. Employees - All other food service employees must have at least two years' experience in food service.
 - d. At least two employees (not including the manager or assistant manager) must be physically present and on duty daily between 5:00 AM and 7:00 PM (or until completion of the dinner meal and cleanup).
 - e. Additionally, at least one contract employee must be physically present in the staff dining room during preparation and serving of the lunch meal (approximately 11:00 AM to 2:00 PM).

2. All Contractor employees must be able to communicate effectively in English.
3. The Contractor will notify the ACSO Support Services Administrator of prospective new employees, including name, date of birth, social security number and potential hire date.
4. All employees of the Contractor who will work in the Detention Facility must undergo a background check by the ACSO and must comply with the ACSO written policy and procedure relating to the ACDF security. This policy is available for inspection in the Office of the Sheriff. For security reasons, any employee of the Contractor who has been denied access to another correctional facility must be disclosed in writing. The ACSO retains the right to thoroughly investigate any current or prospective Contractor's employee to include the use of a polygraph examination to the extent permitted by law.
5. All new professional and support employees, including contractors, who have regular or daily inmate contact will receive ACSO security training during their first year of employment. Forty hours of training must be completed prior to being independently assigned. ACSO provides an additional 40 hours of security training to workers during each subsequent year of employment.
6. The Contractor must require its employees to adhere to all rules and regulations pertaining to the operations of the ACDF and the supervision of Inmate Kitchen Workforce.

B. Kitchen Worker Training:

1. The Contractor will provide formal food service training to no more inmates per training period as designated by the ACSO. The number of training periods will be at the discretion of the ACSO, but will not exceed one each month. Each training period will total at least 8 training hours. Inmates in the Kitchen Workforce who successfully complete the training and testing will receive a certificate.

Training will consist of both classroom and on-the-job training. The Contractor will furnish a lesson plan and will schedule classes during the training period. Training will include but not be limited to the following topics:

- a. Introduction to Food Service careers
- b. Food sanitation
- c. Food preparation
- d. Safety
- e. Care and use of equipment
- f. Nutrition
- g. Food storage
- h. Menu preparation
- i. Special diets
- j. Cooking methods
- k. Bakery Program
- l. ServSafe Certification Program
- m. In2Work Certification Program

C. Contractor-Provided Supplies

1. The Contractor will provide all paper products; sanitation supplies such as rubber gloves, hair nets and hand wipes; one new plastic disposable spork for each tray served per meal; consumable supplies (including, but not limited to, sandwich bags, PVC film and aluminum foil); food products used in preparation of meals; and containers and disposable eating ware for use in special housing cells and meals for inmates who have missed a meal while in court. In the event of a kitchen washing equipment breakdown or other conditions beyond the control of the ACSO and the Contractor that require the Contractor to use something other than the specified standard serving ware, the Contractor will, at no cost to the ACSO, supply disposable trays, cups and utensils. If the use of disposable trays, cups and utensils are required for more than five days, the ACSO will reimburse the Contractor starting on the sixth day until the standard equipment is again made available for use by the Contractor.
2. The Contractor will be responsible for providing all kitchen cleaning aids and supplies. At least twice per day, the Contractor's employee will remove all trash and garbage from food preparation and storage areas to the loading dock in clear plastic bags and place the bags in containers provided by the ACSO.
3. The Contractor will purchase and pay for all food products and supplies used during the term of this contract. The food products purchased for use in the food service facilities will remain the property of the Contractor. The Contractor must properly handle, store, and prepare all food. The Contractor will inventory weekly all food products and supplies. Upon termination of this Agreement, the ACSO will purchase or have a successor food service Contractor purchase any reasonable quantities of remaining inventory.
4. The Contractor will provide hair nets, gloves, aprons, proper non-slip shoes, and other safety items as needed.

D. Facility / Loading Dock

1. The Contractor must comply with ACDF rules concerning the use of the loading dock areas; must immediately remove all delivery items, including crates, wooden pallets, and packing materials and must use best practices to keep the loading dock clear to accept vendor deliveries. The Contractor will be responsible for washing down and keeping the loading dock area clean and neat at all times.
2. The Contractor and its employees must comply with the "NO SMOKING" policy in the ACDF.
3. The Contractor must advise the ACSO staff of all deliveries to the loading dock, which shall be subject to search.
4. The Contractor will arrange and coordinate the arrival and receipt of products at the loading dock consistent with the hours of use of the dock, so as not to interfere with the operations of the dock area or the preparation and delivery of meals. Approval by the Assistant Director of Corrections-Operation is required for deviation from the loading dock hours.

5. The Contractor will provide and maintain freight handling equipment necessary for loading and unloading food service supplies/inventory.
 6. The Contractor must ensure that facilities and equipment used in performing this contract are not used to prepare food for other agencies or persons unless approved in advance in writing by the Sheriff.
 7. At the expiration or termination of this contract, the Contractor will return to the ACSO the food service premises and all equipment furnished by the ACSO in the condition in which received, except for ordinary wear and tear and except to the extent of any damage by fire, flood, or other excusable occurrence or theft by persons other than employees of the Contractor, without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the ACSO immediately upon discovery.
- E. The Contractor must secure any permits and pay all applicable federal, state, and local licenses, taxes (including Arlington County meals tax), and fees required for the operation of the food services.
 - F. The Contractor will provide monthly pest control in food service preparation areas, serving areas and food storage areas. Standard monthly preventative treatment will consist of applying chemical, paste or powder to control for bees, ants, roaches, centipedes, fleas, ticks, earwigs, spiders, silverfish, wasps, crickets, mice, and rats and other pests that may be discovered. At no time may the Inmate Kitchen Workforce or Contractor's employees use, apply, or otherwise have access to any insecticides or pesticides used in the pest control process. The Contractor's plan for storage of pesticides and insecticides on site must be approved in advance in writing by the ACSO. The Contractor will increase pest control applications based on any immediate need.
 - G. The Contractor is responsible for securing parking for its employees.
 - H. The Contractor will propose a program to become a Certified Green Commercial Kitchen. This program should consist of improving commercial kitchen best practices in five key areas: energy conservation, water conservation, waste reduction, recycling, green cleaning and green education. Combining ENERGY STAR®-qualified products, eco-friendly supplies, educational resources and LEED-accredited expertise.
 - I. Reports and Assistance with Budgeting:
 1. The Contractor will furnish a semi-annual (February 1 and August 1) inventory to the ACSO for all permanently installed kitchen equipment.
 2. The Contractor will furnish semi-annual (February 1 and August 1) reports on the condition of all ACSO food service equipment.
 3. The Contractor will participate in the ACSO budget process relating to food service equipment during each County fiscal year and will submit a budget request to the ACSO Support Services Administrator.

- J. Kitchen and Staff Dining Equipment Maintenance:
1. The Contractor will be responsible for the daily cleaning, upkeep and general maintenance of all of the mechanical, refrigeration, and electronic equipment in the kitchen and the 11th floor staff dining area. Any equipment that is broken or not serviceable will be reported to the Support Services Administrator. The Contractor staff will be responsible for contacting and arranging for any malfunctioning equipment to be fixed as soon as possible after the quote is approved by the Sheriff Office Liaison. Any broken equipment will be fixed and or serviced by a licensed company of the Contractor's choice that specializes in commercial kitchen repair and preventative maintenance. The Contractor will be responsible for the cost of any repairs to equipment that it owns the Contractor, and the ACSO will be responsible for the cost of repairs equipment that it owns. ACSO will reimburse the Contractor for repairs to County-owned equipment to remedy normal wear and tear. The ACSO, at no charge to the Contractor, will replace equipment that in the opinion of the ACSO has exceeded its useful life. The decision as to the suitability of the replacement will be determined by the ACSO after consultation with the Contractor.
 2. The Contractor's employees will supervise the orientation and training of the Inmate Kitchen Workforce in the use of the equipment to ensure its proper care and safe operation. The Contractor will be responsible for maintaining all kitchen equipment warranty requirements. If negligence by the Contractor regarding warranty obligations results in a violation or abrogation of the warranty on any kitchen equipment, the Contractor will pay for repairs and/or replacement. The Contractor must report all kitchen equipment in need of repair immediately in writing to the ACSO Support Services Administrator to obtain approval for the repair.
- K. Invoicing:
The Contractor will submit an invoice to the ACSO monthly for the number of meals ordered for the previous month. Specialty meals must be listed as a separate line items from standard meals.

SHERIFF'S OFFICE RESPONSIBILITIES:

- A. The ACSO will provide accurate and timely orders for the number of meals to be served to inmates, correctional officers and staff within two hours of the time of service.
- B. The ACSO will provide adequate heat, light, ventilation and all other utilities and a business telephone service for the Contractor.
- C. The ACSO is responsible for the removal of trash and garbage from the loading dock area.
- D. The ACSO is responsible for general maintenance to the ACDF building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces; and all food service equipment repairs, except when damage is due directly to the Contractor's employee negligence or abuse. The maintenance provided does not include the cleaning, housekeeping operations or pest control for the Contractor's food service operation and the kitchen.

- E. The ACSO is responsible for food preparation by inmates, provision and major repair of storage and holding equipment, other than that equipment provided by the Contractor.
- F. The ACSO is responsible for security, control and supervision of the Inmate Kitchen Workforce.
- G. The ACSO is responsible for adequate inventory of pots, pans, small wares, "Aladdin" or comparable thermal insulated trays, serving utensils, zylon type drinking vessels and beverage transport containers. The initial inventory will be agreed upon between the ACSO and the Contractor. Any changes of equipment desired by the Contractor are subject to the approval of the ACSO.
- H. The ACSO will conduct facility inspections when necessary, with or without advance notice to the Contractor.
- I. ACSO will provide an inmate work crew for food preparation, delivery of meals, and general sanitation and cleaning of the kitchen (Kitchen Workforce Inmate, or Inmate Kitchen Workforce when plural). The Contractor will train and supervise the Inmate Kitchen Workforce, but the Inmate Kitchen Workforce will remain under the overall control of the Sheriff for security supervision purposes.
 - 1. Inmate Kitchen Workforce will be under the direct monitoring of the Contractor's food service supervisor for the purpose of performing kitchen duties. The Contractor must report to ACSO staff immediately if any of the Kitchen Workforce Inmates not cooperating, failing to work properly. The ACSO may remove Inmate Kitchen Workforce from their assignments upon request of the Contractor and concurrence by ACSO.
 - 2. Selection of Inmate Kitchen Workforce will be the responsibility of the ACSO. ACSO staff will also be responsible for any escorts necessary in the transportation of the Inmate Kitchen Workforce to and from the kitchen facility and during the serving of the meals. Inmate Kitchen Workforce are not permitted to supervise other Inmate Kitchen Workforce members, or handle Detention Facility keys or other security equipment/tools.
 - 3. Inmate Kitchen Workforce will be issued a clean working apron daily by the Contractor and will be required by the ACSO to wear appropriate protective gloves, non-slip shoes and proper hair restraints or hats provided by the Contractor. Inmate Kitchen Workforce will be required by the ACSO, as a condition of being in the Inmate Kitchen Workforce , to bathe daily, be clean shaven, and generally maintain clean personal habits.
 - 4. Inmate Kitchen Workforce will ensure that the facility is kept to high standards of sanitation during normal working hours in compliance with all local and state health code and food service requirements and other reasonable requirements promulgated by the Contractor and approved by the Sheriff.
 - 5. Kitchen Workforce Inmate will be responsible for the timely return of the trays, eating utensils and drinking vessels to the kitchen after each meal.

6. Kitchen Workforce Inmates will not be involved in the trash and garbage removal process. Contractor employees will bring trash to the loading dock area in clear plastic bags provided by the Contractor at least twice per day, seven days per week, for removal by the ACSO.
- J. Training: The ACSO will issue appropriate material to ensure familiarization and compliance with the ACDF rules and regulations and will establish a formal training/orientation program for Contractor employees, which must be completed prior to clearance of a prospective Contractor's employee. The Contractor will be responsible for payment of its prospective employees during this training period.
- K. **The ACSO will provide the following required training for the Contractor's staff.**
- Security procedures and regulation supervision of inmates.
 - Signs of suicide risk, and suicide precautions.
 - Use-of-force regulations and tactics.
 - Report writing, inmate rights and inmate rules and regulations.
 - Rights and responsibilities of inmates on safety procedures.
 - Emergency plans and procedures.
 - Interpersonal relations social/cultural, and lifestyle of the inmate population.
 - Culture diversity, communication skills
 - CPR/first aid and counseling techniques
 - Sexual harassment/sexual misconduct awareness
 - Code of ethics

ADDITIONAL SERVICES

- A. The Contractor must provide any additional food service, such as catering for meetings, conferences or special events, as agreed upon by the Sheriff's designee and the Contractor's resident food service manager. Charges for additional food services, portion sizes, and menus will be mutually agreed upon with the Sheriff's designee.
- B. Meals on Wheels - The Contractor may enter into agreements with other agencies, such as Meals on Wheels or the Arlington County Residential Program Center, to provide meals. The Sheriff must approve any such agreement in advance and in writing.

V. PROPOSAL REQUIREMENTS

1. GENERAL

The Proposal Form must be signed and marked "ORIGINAL". FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION WILL BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror. Proposals along with the signed Proposal Form must be uploaded electronically via Vendor Registry no later than the date and time deadline specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point. Note: for counting purposes, a page equals a one-sided sheet.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

The Offeror must submit one electronic copy of the proposal containing the signed Proposal Form. The County may not include in its evaluation any items missing from the electronic proposals.

The electronic proposal must indicate the name of the Offeror, the scheduled RFP closing date and time, and the number of the Request for Proposals. The County will not accept proposals submitted by fax or e-mail.

Timely submission of the proposal is the responsibility of the Offeror.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. UNNECESSARILY ELABORATE RESPONSES

The County may view unnecessarily elaborate brochures or other presentations, including elaborate or expensive artwork, paper, bindings, and visual and other presentations, as an indication of the Offeror's lack of cost consciousness.

6. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

7. EVALUATION CRITERIA AND WEIGHTS

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

Evaluation Criteria	Points
Project Approach and Understanding of Scope	20
Qualifications & Experience of the Firm	30
Capability, Skills, and Expertise of the Key Personnel	25
References from Past Contracts	15
Cost of Services	10
Total	100

8. PROPOSAL SUBMITTAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content. Use dividers with numbered tabs for each of the proposal elements, in the order listed.

A. EXECUTED FORMS

- i. Proposal Form: original and copies as detailed above.
- ii. Conflict of Interest Statement: included in the RFP document.
- iii. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

B. MANDATORY REQUIREMENTS

The following requirement is mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirement is not met, the proposal will be considered non-responsive and will not be evaluated further.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. *Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*

C. PROJECT APPROACH AND UNDERSTANDING OF SCOPE

Detail the Offeror's experience with and proposed approach to providing the services described in this solicitation (max 20 pages).

- i. Demonstrate that the Offeror's solution satisfies the RFP Scope of Services.
- ii. Demonstrate the Offeror's understanding of the work to be performed.
- iii. Include a proposed staffing plan that identifies the number of Contractor Staff and Inmate Kitchen Workforce required and staffing schedules for a typical two-week period.
- iv. Describe the following key aspects:
 - Proposed approach to creating a menu and a sample menu (including nutritional information)

- Proposed approach to meeting special diet meals (halal, kosher, vegetarian etc.)
- Supply chain for consumables and names of key supplier
- Quality assurance and quality control system
- Technology utilized in ordering, process management, and invoicing
- Maintenance of the kitchen equipment
- Innovative approaches that could save money and/or improve efficiency
- Plan for handling complaints

D. QUALIFICATIONS & EXPERIENCE OF THE FIRM

Provide a concise description of its work experience as it relates to the services described in this solicitation. The description must include, but need not be limited to:

- Executive Summary (max 1 page)
- Summarize why the Offeror is the most qualified, based on the scope of services, anticipated challenges, and innovative approaches.
- Organization Description (max 5 pages)
- A description of the Offeror’s company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees.
- Describe programs/projects (current and previous) that demonstrate the Offeror’s ability to successfully complete the scope of services.
- Number of years in business
- Number of years performing this type of services
- The Offeror’s established experience in providing comparable services to other public agencies of similar size to the County.
- List of current client entities.
- A description of the Offeror’s facilities and operations.
- List of current relevant accreditations held.

E. CAPABILITY, SKILLS, AND EXPERTISE OF THE KEY PERSONNEL

Provide a description of the qualifications and skills of the organization and personnel who will be responsible for performance of the services. Such descriptions should, at a minimum, include the following:

- Qualifications and experience of assigned personnel (max 2 pages per person).
- A CV for each key member of the team, listing the name, experience, qualifications and similar projects performed.
- Organizational chart, annual sales, and geographic coverage.
- The financial soundness of the Offeror, including documentation.

F. REFERENCES FROM PREVIOUS EMPLOYMENT / CONTRACTS (max 2 pages)

Provide a description of services provided for five previous contracts of similar scope within the past five years. At a minimum, provide the following information:

- Name of Facility
- Project Officer
- Phone Number

- Email address
- Contract dates
- Facility headcount, or number of meals provided
- Summary of Services provided

Note: The County reserves the right to contact any previous organization of whom the Offeror has provided services under similar scope to scope of services provided.

G. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, IF ANY.

H. COST PROPOSAL

Cost Proposal MUST be submitted in a separate sealed envelope and follow the format of Exhibit B “Cost Proposal”. The Offeror may propose, on a separate sheet, pricing for additional services related to food-preparation services not included in the Scope of Services but proposed by the Offeror.

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.

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

AGREEMENT NO. 20-153-RFP

THIS AGREEMENT is made, on the date of execution by the County, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Living Wage Forms
- Exhibit D – Living Wage Quarterly Compliance Report

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provision of food for ACDF inmates and employees. It will be the Contractor's responsibility; the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on _____, 20__ OR the date of the execution of the Agreement by the County. All work defined in Exhibit A, must be completed no later than _____, 20__ OR ___ calendar days following the commencement date. No work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will 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 12-month period ending in _____ of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether the County has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. *PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

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

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

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that 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 County may require more goods and/or services than the estimated annual

quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating 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 more than \$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, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary

for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County (“Cure Period”). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County’s recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days’ notice in writing. The notice must specify the extent to which the Contract is terminated

and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must

pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local

Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; 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.

27. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. * RELATION TO COUNTY

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

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)

- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

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

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

AND

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor 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 Contract, the Contractor must 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.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

51. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not

accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County's web site on the date of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the current judgment rate set by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit ____);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit ____;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and

4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit ____).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and debarment of the Contractor from consideration for future County contracts.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
 - a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having

the required insurance throughout the Contract Term is grounds for termination of the Contract.

- c. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

54. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

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

\$15.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 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:

\$15.00 POR HORA

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

PARA OBTENER MAS INFORMACIÓN, LLAME A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 20-153-RFP**

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201 NOT LATER THAN _____ P.M., _____, 20____

FOR PROVIDING FOOD SERVICE FOR INMATES ARLINGTON SHERIFFS OFFICE PER THE FOREGOING SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?**

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available) _____

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

- 1. OFFEROR MUST SUBMIT: ONE COMPLETE PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM WITH AN ORIGINAL LONGHAND SIGNATURE AND ONE ELECTRONIC COPY OF THE COMPLETE PROPOSAL ON AN UNENCRYPTED CD OR FLASH DRIVE.
- 2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. **20-153-RFP** and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this _____ day of _____, 20__ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

ATTACHMENT A

COST PROPOSAL

Contractor shall include pricing on per-meal basis to include all labor, material, consumable good, and services described in this solicitation.

NUMBER OF MEALS SERVE TO INMATES PER DAY	PRICE PER MEAL ON THAT DAY
Below 1200	
1200 - 1650	
above 1650	

Halal Meal	
Kosher Meal	
Vegetarian Meal	

Staff Meal Price	
Bag Lunch Price	