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

INVITATION TO BID (ITB) NO. 21-DES-ITB-373

CUSTODIAL SERVICES

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA <u>VENDOR REGISTRY</u> UNTIL 1:00 P.M. ON THE 30TH DAY OF NOVEMBER 2020. REGISTRATION IS NOT REQUIRED TO DOWNLOAD THE ITB. <u>IN ORDER TO SUBMIT A RESPONSE TO THIS ITB, REGISTRATION IS REQUIRED</u>. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

THERE IS A MANDATORY PREBID CONFERENCE ON NOVEMBER 6, 2020 at 9:30 A.M.

Join Mandatory Prebid Conference Microsoft Teams Meeting +1 347-973-6905 United States, New York City (Toll) Conference ID: 395 913 938#

The Prebid Conference is to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. Because the County considers it critical that all Bidders obtain a clear understanding of the specifications and requirements, <u>ATTENDANCE AT THE PREBID CONFERENCE IS</u> <u>MANDATORY IN ORDER TO QUALIFY AS A BIDDER</u>. Responses will be accepted only from those Bidders who are represented and signed in by the Bidder's legal name as submitted in response to the ITB. Bidders arriving at the Pre-Bid Conference after 1:05 pm on October 24, 2020 will not be recorded as in attendance and your Bid response will not be considered. Minutes of the Prebid Conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum.

The County will conduct the public bid opening via Microsoft Teams Application (APP). Bidders interested in attending the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the public bid opening is provided below:

PUBLIC BID OPENING ON NOVEMBER 30, 2020 AT 1:00 P.M: Join Public Bid Opening via Microsoft Teams Meeting +1 347-973-6905 United States, New York City (Toll) Conference ID: 353 546 057#

Bid Surety in the amount of 5% of the bid must be submitted with the bid. Performance and Payment Bonds in the amount of 100% of the award will be required of the successful bidder.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO <u>AUTHORITY TO TRANSACT BUSINESS</u> SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

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

Arlington County, Virginia Office of the Purchasing Agent

> Tomeka Price VCO, VCA Procurement Officer <u>tprice@arlingtonva.us</u>

TABLE OF CONTENTS

Ι.	INFORMATION FOR BIDDERS	4
II.	SCOPE OF SERVICES	10
III.	CONTRACT TERMS AND CONDITIONS	40
IV.	ATTACHMENTS AND FORMS	55
	BID FORM	56
	ATTACHMENT A - LIVING WAGE FORMS	65
	ATTACHMENT B - CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT	67
	ATTACHMENT C - LUBBER RUN FLOOR PLAN	
	ATTACHMENT D - LONG BRIDGE AQUATIC FLOOR PLAN	
	ATTACHMENT E - JUSTICE CENTER FLOOR PLANS	

I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID(ITB).

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 **ITB No. 21-DES-ITBLW-373**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY NOVEMBER 13, 2020 AT 5:00 PM EASTERN TIME TO BE CONSIDERED. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. 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. Bidders 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. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid 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 bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

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

5. <u>AUTHORITY TO TRANSACT BUSINESS</u>

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership 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 Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder 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 a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: <u>business@arlingtonva.us</u>.

7. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, 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 than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items 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 through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

8. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by a Bidder become the property of the County upon receipt.

9. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

10. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

11. USE OF BRAND NAMES/OR EQUIVALENT BIDS

Unless identified as a "No Equivalent" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. When a brand name is specified and followed by the phrase "or approved equal," the brand name product may be substituted if a suitable equivalent considering quality, workmanship, economy of operation, and suitability for the intended us, is accepted by the County Purchasing Agent.

The County may accept any equivalent item(s) that it considers suitable for the intended use.

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

13. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

14. NEW MATERIAL

Unless the solicitation specifically allows it, all offered goods, materials, supplies and components must be new, not used or reconditioned, and must be current production models. If the Bidder believes that used or reconditioned goods, materials, supplies or components will be in the County's best interest, the Bidder must notify the County in writing of the reason(s) at least ten business days before the bid deadline. If the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components, such approval will be communicated to the Bidders in an Addendum to the solicitation.

15. BIDDERS' RESPONSIBILITY TO INVESTIGATE

Before submitting a bid, each bidder 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 bidder will rely. No pleas of ignorance of such conditions and requirements

```
6
ITB Services No. 21-DES-ITBLW-373
```

will relieve the successful bidder 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 bidder.

16. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

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

17. QUALIFICATION OF BIDDERS

In order to be considered responsible and responsible, Bidders shall have the experience described below, and provide the supporting documentation as instructed.

<u>Company Qualifications</u>: Bidders shall have three (3) years of experience providing custodial services in Federal, State and Local and Industrial or Trades facilities. Bidders shall have three (3) years of experience in providing custodial services at Courthouses and Detention Centers to bid on Justice Center. The experience should be work of similar size and scope.

Bidders should provide a list of three (3) similar recently completed contracts that involves the same material, equal size, and comparable length. For each project, list the following information:

- Contract Name
- Contract description and Bidder's scope of work within the contract
- Contract manager's name, telephone number and email address
- Work start date, scheduled completion, and actual completion date
- Initial contract cost and final contract cost

<u>Staffing Qualifications</u>: The Project Managers assigned to this work shall have at least three (3) years of experience in overseeing projects of similar type and size. Bidder shall submit resume of the proposed Project Managers with their Bids.

The Custodians assigned to this work shall have at least one (1) year of experience in performing custodial duties of similar type and size.

In addition, the Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

18. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made

directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by **Grand Total on the Bid Form**. However, Arlington County reserves the right to make the award to multiple bidders. Arlington County reserves the right to award the contract by Options, to award to more than one Bidder, and/or to make an award either in whole or in part, whichever is in its best interest. Bidders must bid on all items listed per Option to be considered. Bidders may bid on some or all Options. Bidders shall mark "No Bid" on the non-applicable Option.

Arlington County also reserves the right to reject any bids, in whole or in part, to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest. Bidders are reminded that monthly prices shall include FOB Destination, all labor, material, overhead and profit and all charges that may be incurred.

21. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

22. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

23. 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 bid, the Bidder 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.)

24. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to <u>Vendor Registry</u>.

25. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

26. <u>RIDER CLAUSE</u>

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. 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.

27. <u>NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER</u>

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

28. <u>ELECTRONIC SIGNATURE</u>

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SCOPE OF SERVICES

The Contractor shall provide all labor, supervision, supplies and equipment to properly perform cleaning and custodial (janitorial) services for Arlington County at the following locations listed below. The County reserves the right to add additional locations at its sole discretion.

- **Option A** Justice Center
- Option B Trades Center
- **Option C** Arlington County Office Buildings, to include but not limited to Fire Stations, Libraries, Parks & Recreation, etc. / Lubber Run Recreation Center
- **Option D** Water Pollution Control Bureau (WPCB) / Long Bridge Aquatic Center

1. GENERAL REQUIREMENTS

The Contractor shall furnish all labor, supervision, equipment, materials, and supplies necessary to perform custodial services except all restroom dispensers. All materials provided by the Contractor (such as, by way of illustration and not limitation, paper towels, toilet paper, toilet seat covers, liquid soap, and chemicals) shall be approved by the County. All paper products shall be compatible with existing dispensers.

All monthly, quarterly, semiannual, annual work outlined in this solicitation must be included in the price of each facility. Minimum hours per location listed below for each option are not to be used for this work.

All high touch surface areas, to include but not limited to, cleared desktops, tabletops chair arms, light switches, door handles, elevator call buttons and stairwell railings, in all facilities covered under this Contract must be wiped down daily using a CDC/EPA approved germicidal cleaner.

A. Daily Tasks to be Completed with every service Day:

Lobbies, Public corridors, Elevators, and Escalators

- 1. Clean bright metal fixtures, rails and/or surfaces with a damp cloth.
- 2. Spot clean walls.
- 3. Wash all entrance doors, glass doors and glass walls.
- 4. Empty all trash receptacles emptied, trash removed to dumpster. Trash receptacles must have the liners replaced nightly.
- 5. Tile floors will be swept, mopped and burnished.
- 6. Carpets vacuumed and remove stains in carpet.
- 7. Clean water fountains

Offices, Court Rooms, and Work Areas:

- 1. Empty all trash receptacles, trash removed to trash room. Trash receptacles must have the liners replaced nightly.
- 2. Clean doors and kick plates, both sides.
- 3. Spot clean walls and partition glass.
- 4. Tile floors are spot moped daily

Meeting and Conference Rooms:

- 1. Trash receptacles to be emptied, wiped clean with damp cloth and trash removed to dumpster. New trash receptacle liners to be installed.
- 2. Tables, desktops, chair legs, and other furniture wiped clean with damp cloth.
- 3. Spot clean walls, glass walls, doors and kick plates.
- 4. Carpet and fabric furniture vacuumed; carpet spot cleaned with spot or stain remover; and furniture spot cleaned with a mild solution of shampoo and water.
- 5. Cloth chairs will be extracted/cleaned annually.

Restrooms and Locker Rooms:

- 1. Trash receptacles are to be emptied and trash removed.
- 2. Wash all trash receptacles, including sanitary napkin disposal receptacles, with a germicidal disinfectant.
- 3. Wash basins and vanity areas will be washed, using a germicidal disinfectant. This will include the underside of basins and pipe fixtures.
- 4. Mirrors will be washed.
- 5. Damp mop tile floors using a disinfectant soap. Floors under and around commodes, vanities and all corners are to be cleaned.
- 6. Replenish hand soap, paper towels, toilet seat covers, and tissue which are furnished by the Contractor.
- 7. Clean and wipe all commodes and urinals with a disinfectant soap inside and outside. Spot clean walls; wipe all partitions, ledges, sills, rails, vents, doors (both sides) with damp cloth.
- 8. Clean all shower areas, walls wiped down, floors mopped with disinfectant soap.

Break Room/ Snack Room/ Kitchenette:

- 1. Counter and/or table areas will be wiped down.
- 2. Trash receptacles emptied; trash removed to trash room. Trash receptacles must have the liners replaced nightly.
- 3. Tile floors will be swept, dust mopped, and damp mopped

Stairwells:

- 1. Police for paper and other trash and clean spills.
- 2. Spot clean walls and handrails.

Aerobics Area

- 1. Clean door/ mirrors/handrails and high-use areas for smudges, marks, etc.
- 2. Dust mop and mop daily

Exercise /Weight Room:

- 1. Wipe down all exercise equipment
- 2. Wipe down the various benches 3x per week.
- 3. Spot clean mirrors
- 4. Sweep and mop floor

Loading Docks

1. Remove trash

2. Sweep and mop

B. Weekly Tasks to be Completed

Lobbies and Public Areas

- 1. All surfaces 96 inches in height (high dusting) from floor will be dusted.
- 2. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted.

Offices, Court Rooms and Work Areas:

- 1. Tile floors are dust moped and wet moped THREE TIMES (3x) per week.
- 2. Tile floors are buffed three (3X) times per week.
- 3. Carpets vacuumed; spot cleaned 3 times per week
- 4. Door frames, window frames, diffusers, and return vents dusted.
- 5. Wooden desks, tables and consoles are to be cleaned and polished.
- 6. All furniture surfaces, picture frames, office equipment, windowsills, door panels, radiators, and any other surfaces up to and including 96 inches in height (high dusting) from floor will be dusted.
- 7. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted.
- 8. Mini blinds to be dusted.

Restrooms and Locker Rooms:

- 1. Wash walls with a disinfectant soap, including partitioning.
- 2. Wash floor drains.
- 3. Scrub area under all commodes and bottom of walls with a deck brush once per week.
- 4. Wipe down tops of lockers in locker rooms.

Break Room/ Kitchenette:

- 1. Tile floors will be burnished three times per week.
- 2. Trash receptacles wiped clean inside and outside.
- 3. All surfaces 96 inches in height or higher (high dusting) from floor will be dusted.

Stairwells:

- 1. Sweep and damp mop.
- 2. Wipe all doors and doorknobs.
- 3. Spray buff floor landings.

Aerobics Area

- 1. Wipe down baseboards.
- 2. Clean window blinds.
- 3. Wipe windowsills.

Exercise /Weight Room, Gym:

- 1. Wipe down baseboards.
- 2. Wipe down stretching mats.
- 3. Clean window blinds.
- 4. Wipe walls 96" and below
- 5. Wipe windowsills.

- 6. Wipe down the various benches 3x per week.
- 7. Clean mirrors

C. Monthly Tasks to be Completed

Lobbies, Public Corridors, Elevators, and Escalators

- 1. Dust and wash the light fixtures.
- 2. Mini blinds washed every other month.

Offices and Work Areas:

- 1. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are to be washed.
- 2. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents washed.
- 3. Mini blinds to be washed.

Restrooms and Locker Rooms:

- 1. Tile floors machine scrubbed monthly with ceramic disinfectant and grout cleaners. (NOTE: Wash outside of commodes and urinals as well as all fixtures with a disinfectant soap after the tile floors are machine scrubbed.).
- 2. Wash ceiling, light fixtures and wall vents.
- 3. All walls in the locker rooms will be thoroughly wiped down with disinfectant.

Stairwells:

1. Wash handrails.

Loading Dock

1. Machine scrub /pressure wash

D. Quarterly Tasks to be Completed

Lobbies, Public Corridors, Elevators, Escalators

1. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents washed.

Exercise / Weight rooms/Gyms

1. Machine scrub floors

E. Annually Tasks to be Completed

Lobbies, Public Corridors, Elevators, Stairwells, Escalators

- 1. Carpet areas extracted annually (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
- 2. All hard surface floors stripped and refinished.

Offices and Work Areas:

- 1. Tile floors stripped and refinished annually.
- 2. Carpets extracted Annually

Meeting and Conference Rooms:

1. Cloth chairs will be extracted/cleaned

- 2. Tile floor stripped /refinished annually
- 3. Carpets extracted annually

Break Room/ Kitchenette:

1. Tile floors stripped and refinished.

Wood Basketball Courts/Exercise Room

- 1. Lite sand wood floor annually
- 2. Apply 2 coats oil base polyurethane; Bona Super Court will be used. annually

Concrete Floors;

- 1. Concrete floors will be stripped annually
- 2. Apply 4 coats of Surecrete solvent based clear polyurethane DK 400 annually

F. As Needed Tasks to be Completed

The Contractor may be required to provide snow removal for sidewalks around all Arlington County facilities. The County will supply all equipment and materials to perform this task.

The Contractor shall empty all interior recycling containers before they become full into one (1) designated location outside the building. This varies from location to location. The designated location and schedule for frequency of pickups will be provided by the County.

3. SCHEDULE

The Contractor shall clean all facilities between 5:00 p.m. and 10:00 p.m., Monday through Friday unless otherwise stated in this specification, except on the following County-observed holidays:

Lee/Jackson/King Day	Veterans Day
New Year's Day	Thanksgiving (2-Day Holiday)
Memorial Day	Independence Day
Christmas Day	Labor Day

The County may also designate other County-observed holidays. The County will provide notification if and/or when the County Manager authorizes additional holiday time.

A. <u>Inclement Weather</u> - When County facilities are closed because of snow, severe weather, or other like conditions, the Contractor shall not report to work.

4. CONDUCT OF PERSONNEL

The Contractor shall be responsible for employees' conduct and performance, and for compliance with the following:

- A. Anyone appearing to be under the influence of alcohol or drugs shall not be permitted on the County property.
- B. No loud or boisterous conduct will be permitted.
- C. Desk drawers or cabinets shall not be opened at any time.
- D. Office machines, telephones or equipment shall not be used or tampered with at any time.
- E. County employees' personal property shall not be touched at any time.

The County reserves the right to request removal of any of the Contractor's employees from the building at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of any such request.

5. BUILDING ACCESS AND SECURITY

The Contractor shall comply with all of the County's requirements for security and operational constraints. It is essential that the Contractor take all measures necessary to comply with security-related requirements; violation of any security-related requirement (will be grounds for immediate termination of the contractor employee

A. The Contractor shall **immediately** notify the County's Project Officer if a security breach is discovered.

B. The County's facilities are secured through a series of locks and alarms. 1. Keys

The Contractor will be provided with two sets of keys to the building: one set for the cleaning crew, with the additional set for management/supervisory staff

- a. The Contractor shall not duplicate the keys under any circumstances.
- b. The Contractor shall **immediately** notify the County's Project Officer upon discovery that keys to the building have been lost or misplaced.

2. Building Security Access Codes

In addition to the Contractors identification badge, the Contractor employees will receive individual, County identification (ID) badge and/or an access card from the County's Project Officer to access the building.

- a. The Contractor shall **immediately** notify the County's Project Officer when an employee has been terminated for any reason (voluntary or involuntary) so that the County can deactivate the building access code(s). The County's ID badge and/or access card shall be returned to the County within one (1) business day and before a new ID is issued to any new employee. If an access card is lost, the Contractor will be responsible for paying a \$12 fee to replace the access card.
- b. These ID's must be worn upon entering County property and at all times while on duty.
- c. For the Justice Center and the Water Pollution Control Bureau, the Contractor shall maintain a list of substitute employees who have passed the background check; upon request of the Contractor, approved substitute employee(s) will receive temporary, County identification (ID) badge and/or an access card.
- d. Contractor employees shall not share building access card(s) with anyone for any reason.
- e. Contractor employees shall not practice "piggy-backing", meaning multiple employees entering the building using one employee's building access card.

3. Securing the Building

The Contractor shall properly secure the building as outlined below and comply with all security instructions from the County's Project Officer.

- a. This includes, but is not limited to, securing all internal and external doors, vestibules; secure work areas, windows, vents or similar areas.
- b. All exterior doors must remain locked at all times while the Contractor is on-site. If the Contractor needs to exit the building for any reason, such as to go to the dumpster, the building must be locked upon exit, then unlocked for re-entry, and re-locked after re-entry.
- c. The Contractor shall fully train all employees on the proper building entrance and exit procedures, including operation of the security alarm and doors.

ITB Services No. 21-DES-ITBLW-373

C. Contractor staff is required to exercise extraordinary diligence when properly deactivating and activating the alarm system to avoid false alarms. The actual cost of false alarm fees in excess of one (1) false alarm per quarter may be deducted from the Contractor's monthly fee.

6. LIGHTS AND DOORS

All lights shall be turned off and all doors shall be closed upon completion of work in each area, unless otherwise instructed.

7. ON-SITE STORAGE

The County will supply reasonable and suitable on-site storage space for cleaning equipment and materials the Contractor deems necessary for the performance of this contract. Storage space is limited and only those storage areas designated by the County Project Officer will be used by the Contractor. Generally, Contractor storage will be limited to janitor closets. Storage areas shall be kept clean and well organized. All chemical containers shall be labeled as to contents and shall remain in authorized containers. Equipment shall be cleaned daily prior to returning to storage to avoid unpleasant odors such as "soured" mops.

8. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES

A. The Contractor shall furnish all equipment necessary to perform the work described herein, including appropriately sized ladders and/or step stools to clean light fixtures, vents and ceiling fans, including exhaust fans. Equipment and materials shall always be available to Contractor's employees. All equipment must be maintained in good operating condition and in sufficient quantities to properly perform all services. As applicable, all equipment must be Green Seal Standard (GS-37). Below is an itemized list of the minimum number and type of equipment each Option must have. ALL EQUIPMENT MUST BE NEW.

Option A: Courts Police / Dentation facility

2

6

7

7

1

- Backpack vacuum 3
- **Up Right Vacuum** 6 •
- Low speed buffer 3 •
- High Speed buffer 6 •
- Carpet Extractor •
- Wet Vacuums •
- Portable Extractor 1 •
- Pressure Washer 1 •
- Leaf Blower
- 1
- Electrostatic Sprayer 1

Option B Trades Center

- Backpack vacuum • 11
- Low speed buffer •
- **High Speed buffer** 7
- 3 • Carpet Extractor
- Wet Vacuums
- Portable Extractor 4 •
- Pressure Washer •
- Electrostatic Sprayer 1

Option C Arlington County Facilities

- Backpack vacuum 22
- Low speed buffer 14
- High Speed buffer 13
- Carpet Extractor
- Wet Vacuums
- Portable Extractor 3
- Pressure Washer 2
- Electrostatic Sprayer 1

Option D: Water Pollution Control/ Long Bridge

5

10

3

6

1

- Backpack vacuum
- Up Right Vacuum 3
- Low speed buffer 3
- High Speed buffer 4
- Carpet Extractor 1
- Wet Vacuums
- Portable Extractor 1
- Pressure Washer
- Electrostatic Sprayer 1
- B. Upon request from the Project Officer, all supplies furnished by the Contractor should be made available for inspection and approved for use by the County's Project Officer. Sufficient supplies to prevent out-of-stock shortages shall be maintained at all times and made available to the Contractor's employees for use in performance of required services.
- C. The County will furnish all: toilet seat covers, paper towel and toilet paper dispensers and light bulbs. All County furnished supplies must remain on-site and not be used for any other purpose.
- D. Contractor shall provide all supplies and incidentals, not provided by County, for custodial care including, but not limited to:
 - 1. Vacuum Cleaners (HEPA vacuums)
 - 2. Mops and Mop Heads (damp mops and dust mops)
 - 3. Brooms, Dustpans
 - 4. Rags
 - 5. Trashcan Liners
 - 6. Germicidal Cleaner (green products, if available) The Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) Registration Number.
 - 7. Window Cleaner (green products, if available)
 - 8. Floor Care Products (green products, if available)
 - 9. All Chemicals/Cleaners (green products, if available) A copy of the Safety Data Sheet (SDS) shall be on site and updated always.
 - 10. All Other Paper Products All paper products (toilet paper double ply, paper towels) shall contain 100% recycled content and a minimum of 30% post-consumer recycled content and manufactured without the additional use of elemental chlorine or chlorine compounds. All paper products will be white.
- E. The contractor shall not use any product, material, supplies, or equipment that is injurious or damaging to the surface to which it is applied or exposed. The Contractor shall be responsible for

restoring or replacing any equipment, facilities, furniture, floor or floor covering, or any other item or surface so damaged.

9. CONTRACT MANAGEMENT

- A. Throughout the entire duration of the contract, the Contractor's management and supervisory staff must self-manage its contract performance; for the purposes of this contract, "self-managed" is defined as the Contractor:
 - 1. Taking initiative and being proactive about managing its own performance and ensuring its own compliance with the contract requirements.
 - 2. Performing all contract requirements, including monthly quality inspections, other-thandaily-tasks, etc., without needing to be prompted or reminded by the County
 - 3. Taking responsibility for quality control and evaluating the County's property in a self-policing manner
 - 4. Providing management/supervisor staff and nightly custodial staff who: are completely familiar with the contract tasks (what needs to be done), the contract task frequencies (when it needs to be done) and can properly perform the contract tasks when they are due (how it needs to be done).
- B. For the duration of the contract, the Contractor must demonstrate an ongoing commitment to thoroughness and performance excellence in all aspects of its contract performance. To accomplish this, the Contractor's management and supervisory staff should continuously:
 - 1. established management controls,
 - 2. implement quality service control procedures,
 - 3. practice effective time management,
 - 4. ensure on-time job/task scheduling and completion,
 - 5. promote ongoing communication with the County's Project Officer,
 - 6. schedule inspections with the County's Project Officer at a mutually convenient time,
 - 7. prepare and submit comprehensive, correct and complete logs, reports and other required deliverables to the County's Project Officer on time, AND
 - 8. demonstrate a high level of attention to detail in performance of all contract requirements
 - 9. train employees on Right-to-Know laws, blood-borne pathogens and any other training necessary to meet OSHA and Federal Regulations. Upon request, written documentation certifying such training shall be provided to the County's Project Officer.
- C. <u>Contractor's Plan of Operation</u> Within thirty (30) days after the execution of the contract, the Contractor shall provide the County Project Officer a complete plan of its operations, including but not limited to the following:
 - 1. Number of employees assigned to each area;
 - 2. Name, and telephone number of assigned Contract Project Manager(s);
 - 3. Example of inspection forms and procedures on how inspections will be conducted;
 - 4. SDS for all applicable supplies (Chemicals, solvents, etc.) to be furnished by the Contractor prior to use; and
 - 5. A detailed work plan.
- D. Contract Transition Plan This plan formally documents the process for the transition of the powers, duties, activities, and function of custodial services to a new Contractor awarded to perform these services.

For this transition, Incumbent Contractor shall maintain its existing staff on-site throughout the transition periods. No additional staffing requirements are anticipated to complete the transition.

Immediately prior to the transition, Incumbent Contractor shall set up its transition team in order to facilitate the activities necessary for successful transition.

The new Contractor will have its staff on site the first day of the transition period and will establish a similar team to work with Incumbent Contractor to coordinate the contract transition. The County's Project Officer will work with both Contractors throughout the transition period. The Incumbent Contractor staff shall remain on-site to perform their transition activities until such time that the transition is completed and approved by all parties.

County's Responsibilities during the transition:

- Coordinate activities between Contractors throughout transition;
- Facilitate transition meetings as required

Incumbent Contractors Responsibility during the transitions:

- Work with the County and Future Contractor to coordinate and schedule all transition activities;
- Provide weekly reporting on transition progress;
- Ensure all applicable property and tools are included as part of transition
- Ensure all activities are completed during transition;
- Document all processes, tasks, and activities for transition to Future Contractor;
- Ensure owned materials are not part of transition

New Contractor Responsibilities during the transition:

- Work with the County and Incumbent Contractor;
- Ensure all transition deliverables are received and understood;
- Identify any gaps in transition activities
- Ensure continuity of all activities throughout transition;
- Ensure receipt of adequate documentation of all processes, tasks, and activities;
- Ensure all training documentation received addresses all planned training items;

At the end of the transition period and upon transition approval, the new Contractor shall assume full responsibility for all tasks and deliverables.

PROPERTY TRANSITION

County Furnished Property and Controls:

As part of this transition, all County property provided to Incumbent Contractor under the contract shall be turned in to the County upon completion and approval of the transition phase. This includes all facility access keys, ID badges, tools, equipment, and controls.

Incumbent Contractor Owned Property:

All incumbent owned equipment shall be removed by the Incumbent Contractor upon completion and approval of the transition within thirty (30) days.

10. QUALITY ASSURANCE (Q/A) AND CONTROL (QC) PROGRAM/ WEEKLY INSPECTION

The County's Quality Assurance (Q/A) Program (inspections and evaluations) is not a substitute for **Contractor Quality Control Program**. The County's Q/A effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract.

<u>Contractor Quality Control Program (QCP)</u> - The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the County's Project Officer points out the deficiencies. The program shall include but not be limited to the following:

- a. An inspection system tailored to the specific facilities covering all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist must be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work.
- b. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County Project Officer upon request.

<u>Weekly Inspections</u> - At least once a week, the Contractor shall conduct an on-site inspection of the entire facility with the County's Project Officer.

- A. Schedule inspections with the County's Project Officer at least one business day in advance.
- B. The on-site quality inspection must include the entire interior of the facility.
- C. During each inspection, the Contractor shall complete an Inspection Report as outlined below:
 - 1. The Contractor shall create and develop a written, detailed, organized and legible Quality Inspection Report, to be completed during the inspection. Note: It is not the County's responsibility to develop or maintain this report for the Contractor or remind the Contractor that the report is due.
 - 2. The content of the weekly inspection report shall include (at a minimum):
 - (a) the tasks listed in the Scope of Work and Attachment A
 - (b) a comment area for each task
 - (c) date and time of inspection
 - (d) corrective action for any discrepancies found during inspection
 - (e) corrective measure(s) put in effect to prevent recurrence of discrepancies AND
 - (f) signatures of the Contractor's inspector and the County's Project Officer
 - 3. The Contractor shall provide a paper copy of the weekly inspection report to the County's Project Officer on the same day as the inspection, prior to leaving the facility
- D. The weekly on-site inspection ensures the Contractor is continually providing high quality service and is in compliance with the contract. This weekly inspection will provide both the County's Project Officer and the Contractor with the opportunity to establish a mutually beneficial working relationship, provide performance feedback (i.e. discrepancies and complaints), plan for correction of any deficiencies in the work, and/or provide recommendations for potential improvements.

<u>Weekly Meetings</u> - If service issues are not being adequately corrected, the County's Project Officer may require the Contractor to meet weekly on-site until the issue(s) is resolved.

During the first three (3) months of the Contract, the Contractor's Senior Management will meet once per week on-site with the County Project Officer for the purpose of discussing performance. The meetings will be documented by the County Project Officer or designee. The Contractor shall state in writing any disagreement with the minutes.

After the first three (3) months of the Contract, the Contractor's Senior Management shall meet monthly with the County's Project Officer for the purpose of discussing performance as requested by either party.

11. CORRECTIVE ACTION

Discrepancies affecting safety shall be corrected by the Contractor within **one (1) hour of notification**. For all discrepancies NOT affecting safety, the Contractor shall take corrective action **within 24 hours** of notification. Corrective action shall be at no additional cost to the County.

12. PERFORMANCE STANDARD

All services shall be performed with the utmost regard for customer and staff safety as well as the protection of property, and all work shall be performed in an efficient, workmanlike manner and shall meet the highest standards for the type of service being performed.

A. County buildings shall be maintained in a manner that ensures a clean appearance. For the purposes of this contract "clean" is defined as the absence of:

Cloudy film	Fingerprints	Mold	Smudges				
Cobwebs	Graffiti	Odors	Spillage				
Coffee Grounds	Grease	Oil	Spots				
Debris	Grime	Paper	Stains				
Dirt	Gum	Residue	Таре				
Discarded materials	Ink	Rust	Tar				
Dust	Litter	Scale	Trash				
Encrustation	Marks	Scum	Watermarks				
or any other extraneous matter on any surface or object in order to present a lustrous							
appearance	e (as applicable), and ar	overall appearance of	cleanliness				

- B. The Contractor shall provide a level of cleaning that is at least equal to standards defined by the Building Service Contractors Association (BSCA) for "adequate" cleaning. "Adequate" shall be defined as a cleaning standard that will provide neither serious nor repeated criticism.
- C. **Surfaces**: Dust and dirt shall be removed and not scattered about. No feather dusting shall be used. Surfaces shall be free of dust, dirt, prints, spots, and stains after cleaning is completed.
- D. **Floors**: All floors shall be free of dust, dirt, or streaks of any kind. No dirt or dust shall be left behind including under furniture, pipes, benches, chairs, worktables, doors, corners, or any other object that is not installed or securely fastened in place.
- E. **Carpet Runners**: For purposes of this contract, the top side of the runners with carpet affixed shall be interpreted to be carpet with respect to carpet requirements; additionally, requirements pertaining to carpet runners apply. Any time a liquid is to be applied to the floors as required by the specifications listed in this solicitation, such as mopping or waxing, **all carpet runners are to be rolled up and removed before the application, and the floors allowed to dry before replacing the carpet runners.**

- F. **Rest Room Facilities**: After cleaning: sinks, toilets and urinals shall be free of stains, odors, deposits, and residues; metal fixtures shall be free of water spots and residues; floors, walls, and stalls shall be free of deposits, dirt, and residues.
- G. **Ceilings**: Diffusers and heating/cooling returns shall be free of clinging dust after vacuuming. Light covers shall be free of dust, dirt, grime, and streaks after cleaning.
- H. **Trash**: All trash removed from waste baskets/trash receptacles and other items specifically marked "trash" shall be removed from the building and placed in the designated containers outside the building.
- I. Carpet runners, furniture, and other items that are moved by the Contractor must be replaced.

13. CONTRACTOR'S EMPLOYEE - GENERAL

The Contractor shall provide the County a full list of employees designated to perform services under this contract with their full name within ten (10) days of award of the contract. The Contractor shall provide an updated employees list via email the 1st day of every month to the Project Officer.

The Contractor's employees shall wear uniforms that clearly identify the Contractor's company name and employee's name at all times during the performance of services under this contract. Additionally, the Contractor shall provide each employee with an identification badge, which includes a photograph of the employee and contractor's telephone number, to be worn at all times. This requirement shall apply upon entering County property and at all times while on duty.

14. CONTRACTOR'S EMPLOYEE – PROJECT MANAGER (PM)

The Project Manager will send a daily summary report by email to the Project Officer. The Project Manager (PM) shall also submit to the County Project Officer by close of business day each Monday a weekly report containing a list of all problems encountered over the week; projects completed; maintenance issues; daily inspection summaries, time records, and an overall summary of week's activities.

The PM shall be able to communicate and understand English (both verbal and written). The PM must be able to respond to the needs communicated by the County's Project Officer. The PM shall provide the Custodians their designated cleaning area(s) schedule.

The Contractor shall assign an on-site Project Manager (OPTION A, B, C) who will report as required, Monday through Friday, to the County's Project Officer for communication and coordination of the custodial functions and quality control. One PM will be assigned to the Justice Center, one will be assigned to the Trades Center and one will be assigned to the rest of the Arlington County facilities. The PM shall:

- a) inspect all areas of the building covered by this contract each day for the purpose of ensuring quality workmanship and compliance with the contract;
- b) note discrepancies and complaints; and
- c) correct deficiencies in the work.

The PM shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:

a. The PM shall report any adverse conditions (leaky faucets, stopped toilets and drains, broken fixtures, light bulbs out, damage to walls, odors, etc.), as well as any unusual happenings in the facility, to the County's Project Officer daily.

- b. The PM shall conduct weekly inspections of the facilities to ensure compliance with the contract.
- c. The contractor shall provide to the PM a smart phone capable of sending and receiving emails.

If the PM is out due to vacation or illness for more than three (3) business days, the Contractor shall provide a qualified replacement PM.

15. CONTRACTOR'S EMPLOYEE - CUSTODIANS

The Contractor shall employ experienced custodians to adequately perform all the specified duties and services, including custodians specially trained in maintaining the following: wood, brass, marble and other stone surfaces; various types of tile and carpeting; and other premium surface materials. The Contractor shall provide its employees the necessary safety protection required to do their jobs safely. This includes, but not limited to, eye wash stations, blood bourn pathogen kits, personal protection equipment (PPE), and basic first aid kits

- a. Day Porter/Day Personnel: Staff that works between 7am-5pm.
- b. **Night Porter:** Staff that works between after 5pm.
- c. **Grounds Porter:** A uniformed, Grounds Porter shall be on duty four (4) hours per day performing utility services to the exterior perimeter of the Justice Center. The porter shall be knowledgeable about proper use of pressure washing equipment and appropriate methods of removing embedded foreign substances (i.e., chewing gum) from paving surfaces. Grounds Porter responsibilities includes but is not limited to:
 - 1. Police grounds of litter
 - 2. Empty all outdoor trash receptacles around the facility
 - 3. Pressure wash sidewalks once per week around the facility
 - 4. Clean loading dock area and bays leading to the loading dock
 - 5. Pressure loading dock area weekly
 - 6. Mop floors in the recycling room daily
 - 7. Remove recycling containers from recycling room to loading dock on recycling pick up days. Place recycling containers back into the room once collected.
 - 8. Wash windows inside by front door.
 - 9. Clean lower basketball court windows inside /outside twice per month.

16. GREEN CLEANING PROGRAM

The Contractor shall provide standard and <u>Green Seal Standard (GS-37)</u> cleaning supplies and equipment. The Contractor shall provide standard and Green products, labels must clearly note all ingredients for types of products, along with any ratings if applicable. The Green Cleaning Program shall incorporate the following policies and procedures guidelines:

Procedure Guidelines for Green Cleaning Cleaning Product Purchasing Guidelines Procedures and Strategies for Reductions in Water, Energy, and Chemical Use

During the Pandemic and upon approval by the County's Project Officer, the Contractor must use CDC/EPA approved germicidal cleaners to clean the Facilities.

17. ADDITIONAL WORK AND SPECIAL CLEANINGS

When directed by the County in writing to clean an area not covered under the contract for a special occasion or because of an emergency or mishap or similar condition, the Contractor shall furnish all labor, equipment and material as required to fulfill the order. The Contractor will be paid for these Special Cleanings based on the man-hour rate quoted in the Pricing Schedule. The Contractor shall bill the County as a separate line item on the regular monthly statement; the line item must list the date additional service was rendered, the number of employees provided, the number of hours each employee worked, and the name of the County Agency requesting the additional work.

The Contractor shall submit a proposal for all additional work. Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.

18. PANDEMIC (COVID) CLEANING GUIDELINES

a. Notification Process:

- i. The contractor will be contacted by Department of Environmental Services (DES). Custodial Services (CS) staff when a location needs to be cleaned. CS will coordinate with the contractor to schedule the cleaning time. Locations must be cleaned within 24 hours of request.
- ii. When the Contractor arrives on site, they must check in with the County's staff located at the site. Upon completion of the cleaning, the cleaning crew must check out with County staff.

b. **Cleaning Guidelines**

i. Locations must be cleaned according to the latest CDC Cleaning Guidelines. This includes cleaning and disinfecting the office suites, bathrooms, and all other public/common areas therein. Cleaners must always wear Personal Protective Equipment (PPE), including gowns, gloves and face masks which are to be provided by the contractor.

ii. Hard Surfaces

- Wear disposable gloves, which should be discarded after each cleaning. Use a product that is EPA approved for use against SARS-COV2, the virus that causes COVID-19. A list of products can be Found on the <u>CDC.gov/coronavirus</u> website. Follow manufacturer's instructions for concentration, application method and contact times.
- 2. Alternatively, use a bleach solution at a dilution rate of 5 tablespoons per gallon of water.
- 3. Wipe clean all touch points and restrooms.

iii. Soft Surfaces

For all carpets, rugs and drapes, remove visible contamination and clean with appropriate cleaners. Use an electrostatic fogging machine for disinfecting surfaces, draperies, carpet and rugs with a product that is EPA-approved for use against SARS-COV2, the virus that causes COVID-19. A list of products can be found on the <u>CDC.gov/coronavirus</u> website. Follow manufacturer's instructions for concentration, application method and contact times.

All supplies and Personnel Protective Equipment (PPE) (mask, gloves, face shields, gowns) must be furnished by the contractor. This Includes Electrostatic Sprayers.

19. ELECTRONIC TIME REPORTING

The Contractor shall provide an electronic time tracking system for tracking hours worked by the contractor. This system will be required in every facility in this contract. The use of sign in sheets and

timecards will not be accepted as a way of tracking time. The electronic time reporting documents will be provided to and reviewed by the Project Officer every two weeks to ensure the contractor is providing at least the minimum number of hours required by this contract.

20. OPTION A - JUSTICE CENTER

Full Service

The Justice Center is comprised of the Detention Facility and Courthouse Building. For the minimum required hours listed below, the Contractor shall provide the following employees.

	Monday	Tuesday	Wednesday	Thursday	Friday
Project Manager = 40 hrs./wk.	8 hours	8 hours	8 hours	8 hours	8 hours
Grounds Porter = 20 hrs./wk.	4 hours	4 hours	4 hours	4 hours	4 hours

The Contractor shall provide the following services, to includes but not limited to:

Staffing Plan, to include but not limited to:

- I. An hourly break down by specialty in each facility and
- II. Minimum staffing Levels per building are as follows: Daily Hours (except where noted)

Contractor's Employee – General – in addition to the requirements listed in Section 2. Contractor's Employee – General, the Contractor shall have at least five (5) Security Cleared back up employees for replacement of existing staff during vacation, time off and emergency situations.

The County will conduct Security Background Checks on all Contractor's employees that will be assigned to the Justice Center under this contract. Employees who do NOT pass the background check will not be permitted to work in the Justice Center Facilities. No new employee(s) shall work under this contract in the Justice Center unless they have passed a background check.

<u>Hours of Operations</u>: For the minimum required hours listed below, both buildings shall be serviced Monday through Friday unless specified below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Sunday
Arlington County Detention	8 hours	8 hours	8 hours	8 hours	8 hours	
Arlington County Court/ Police:						
4 Custodians @ 8hrs: 7am – 4pm	32 hours	32 hours	32 hours	32 hours	32 hours	
Arlington County Court/ Police:						
12 Custodians @ 4hrs: 5pm – 9pm	48 hours	48 hours	48 hours	48 hours	48 hours	
Arlington County Court/ Police:						5 hours

Frequencies and additional Tasks performed for the Justice Center for the following areas:

- A. On Monday through Friday, the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed <u>during</u> business hours (8am 5pm).
 - Office Areas ECC 7th floor, 6th floor, Suite 4200, 4100,4300,4400, 5100,9100 (Warrant area)
 - Property area g-1
- B. On Monday through Friday the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed <u>after</u> business hours (5pm 9pm).

- Court Rooms
- Law Library (Clean per work area specification)
- Training room 8300 (Clean per work area specification)
- Gym
- Magistrates Area (Clean per work area specification)
- Trash Room:
 - 1. All trash carts having trash in them will be taken to the compactor area and trash disposed of in the compactor. Trash carts will be returned to the trash room after emptied and room cleaned.
 - 2. Compactor area will be policed and cleared of all stray trash after trash has been placed into the compactor.
 - 3. Floor in trash room will be mopped using a germicidal cleaner while trash carts are out of the room.
 - 4. Walls will be spot cleaned.
 - 5. All trash carts having trash in them will be taken to the compactor area and trash disposed of in the compactor. Trash carts will be returned to the trash room after emptied and room cleaned.
 - 6. Compactor area will be policed and cleared of all stray trash after trash has been placed into the compactor.
 - 7. Floor in trash room will be mopped using a germicidal cleaner while trash carts are out of the room.
 - 8. Walls will be spot cleaned.
- Training room 8300
- **C.** On Sunday, the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed **between 11am 4pm.**
 - Police locker rooms men/women G-1 level
 - Roll call room 1st floor
 - Training room 8th floor
 - ECC bathrooms/kitchen/trash collection
 - Magistrate public restrooms and office area

D. OTHER REQUIREMENTS:

Grounds (Exterior) Four hours daily Monday through Friday between the hours of 6:30 a.m. and 10:30 a.m. Tasks to be performed shall include, but not limited to:

- Outside Pressure Washing (Pavers and Sidewalk) Contractor shall provide the pressure washer. Pressure washing is on an as needed basis.
- Clean Police Memorial in front of Courthouse building Monday Friday, as needed
- Use water hose and water trees Monday, Wednesday and Friday
- Police large parking lot outside of the Justice Center and around 1400 Uhle Street, picking up leaves, and debris -- Monday Friday, daily
- Weighing compost containers (12) located in the loading dock of the Justice Center Monday, Wednesday and Friday
- Empty trash containers in Justice Center/ ACDF garage P1 and P2 (25 trash/recycling containers)

Reduced Service

The Justice Center is comprised of the Detention Facility and Courthouse Building. For the minimum required hours listed below, the Contractor shall provide the following employees.

	Monday	Tuesday	Wednesday	Thursday	Friday
Project Manager = 40 hrs./wk.	8 hours	8 hours	8 hours	8 hours	8 hours
Grounds Porter = 20 hrs./wk.	4 hours	4 hours	4 hours	4 hours	4 hours

The Contractor shall provide the following services, to includes but not limited to:

- Staffing Plan, to include but not limited to:
 - I. an hourly break down by specialty in each facility and
 - II. Minimum staffing Levels per building are as follows: Daily Hours (except where noted)

Contractor's Employee – General – in addition to the requirements listed in Section 2. Contractor's Employee – General, the Contractor shall have at least five (5) Security Cleared back up employees for replacement of existing staff during vacation, time off and emergency situations.

The County will conduct Security Background Checks on all Contractor's employees that will be assigned to the Justice Center under this contract. Employees who do NOT pass the background check will not be permitted to work in the Justice Center Facilities. No new employee(s) shall work under this contract in the Justice Center unless they have passed a background check.

<u>Hours of Operations</u>: For the minimum required hours listed below, both buildings shall be serviced Monday through Friday unless specified below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Sunday
Arlington County Detention	8 hours	8 hours	8 hours	8 hours	8 hours	
Arlington County Court/ Police: 4 Custodians @ 8hrs: 7am – 4pm	32 hours		32 hours		32 hours	
Arlington County Court/ Police: 12 Custodians @ 4hrs: 5pm – 9pm	48 hours		48 hours		48 hours	
Arlington County Court/ Police: 5 Custodians @ 4hrs: 5pm – 9pm		20 hours		20 hours		
Arlington County Court/ Police:						5 hours

Frequencies and additional Tasks performed for the Justice Center for the following areas:

- E. On Monday, Wednesday and Friday, the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed <u>during</u> business hours (8am 5pm).
 - Office Areas ECC 7th floor, 6th floor, Suite 4200, 4100,4300,4400, 5100,9100 (Warrant area)
 - Property area g-1
- F. On Monday, Wednesday and Friday, the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed <u>after</u> business hours (5pm 9pm).

- Court Rooms
- Law Library (Clean per work area specification)
- Training room 8300 (Clean per work area specification)
- Gym
- Magistrates Area (Clean per work area specification)
- Trash Room:
 - 1. All trash carts having trash in them will be taken to the compactor area and trash disposed of in the compactor. Trash carts will be returned to the trash room after emptied and room cleaned.
 - 2. Compactor area will be policed and cleared of all stray trash after trash has been placed into the compactor.
 - 3. Floor in trash room will be mopped using a germicidal cleaner while trash carts are out of the room.
 - 4. Walls will be spot cleaned.
- **G.** On Tuesday and Thursday, the following daily tasks listed above Lobbies and Public Area, Restrooms, Locker Rooms, Elevators, Escalators, Corridors (Section 1. General Requirements) and additional task listed below are to be performed **after** business hours (5pm 9pm).
 - Trash Room:
 - 1. All trash carts having trash in them will be taken to the compactor area and trash disposed of in the compactor. Trash carts will be returned to the trash room after emptied and room cleaned.
 - 2. Compactor area will be policed and cleared of all stray trash after trash has been placed into the compactor.
 - 3. Floor in trash room will be mopped using a germicidal cleaner while trash carts are out of the room.
 - 4. Walls will be spot cleaned.
 - Training room 8300
- H. On Sunday, the daily tasks listed above (Section 1. General Requirements) and additional task listed below are to be performed <u>between 11am 4pm.</u>
 - Police locker rooms men/women G-1 level
 - Roll call room 1st floor
 - Training room 8th floor
 - ECC bathrooms/kitchen/trash collection
 - Magistrate public restrooms and office area

I. OTHER REQUIREMENTS:

Grounds (Exterior) Four hours daily Monday through Friday between the hours of 6:30 a.m. and 10:30 a.m. Tasks to be performed shall include, but not limited to:

- Outside Pressure Washing (Pavers and Sidewalk) Contractor shall provide the pressure washer. Pressure washing is on an as needed basis.
- Clean Police Memorial in front of Courthouse building Monday Friday, as needed
- Use water hose and water trees Monday, Wednesday and Friday
- Police large parking lot outside of the Justice Center and around 1400 Uhle Street, picking up leaves, and debris -- Monday Friday, daily

- Weighing compost containers (12) located in the loading dock of the Justice Center Monday, Wednesday and Friday
- Empty trash containers in Justice Center/ ACDF garage P1 and P2 (25 trash/recycling containers)

21. OPTION B - TRADES CENTER

The Trades Center is comprised of 16 County facilities located in the South side of Arlington. For the minimum required hours listed below, the Contractor shall provide the following employee(s) in addition to the assigned custodians.

	Monday	Tuesday	Wednesday	Thursday	Friday
Project Manager = 40 hrs./wk.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.

Hours of Operations: For the minimum required hours listed below, all buildings shall be serviced Monday through Friday unless specified below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Equipment Bureau	8.5 hrs.	8.5 hrs.	8.5 hrs.	8.5 hrs.	8.5 hrs.		
1 Custodian @ 4hrs							
1 Custodians @ 4.5hrs							
Solid Waste	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.		
2 Custodians @4 hrs							
Water Sewer Streets	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.		
Administration/ Water Control							
4 Custodians @ 4hrs							
The Cultural Affairs Building	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.		
4 Custodians @ 4hrs							
Barcroft: Day Porter	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.		
Night Cleaning –	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.
4 Custodians @ 4hrs							
Shirlington Bus	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		
Shirlington Library: Day Porter	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Night Cleaning	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.
2 Custodians @ 4 hrs							
Trades Center Day Porter:	5 hrs.	5 hrs.	5 hrs.	5 hrs.	5 hrs.		
Garage, Network Operations							
Center, Impound Lot, Trades							
Center support						-	
Parks Operations	12 hrs.	12 hrs.	12 hrs.	12 hrs.	12 hrs.		
3 Custodians @ 4 hrs						_	
Barcroft Garage	1.5 hrs.	_	1.5 hrs.		1.5 hrs.		
Trailer Trades Center Parking	1 hr.		1 hr.		1 hr.		
Lot Water Sewer Streets							
Pentagon City Pedestrian	3 hrs.	3 hrs.	3 hrs.	3 hrs.	3 hrs.		
Tunnel							

Courthouse Metro Pedestrian	2.5 hrs.	2.5 hrs.	2.5 hrs.
Tunnel			

In additional to the Tasks listed above (Section 1. General Requirements), the Contractor shall perform the following Tasks below:

Equipment Bureau:

- Equipment Bureau Sinks in Bay area will be cleaned every Friday.
- Microwave in break room in equipment bureau will be cleaned every Friday

Barcroft garage/ Trades Center Garage:

- empty trash containers and clean elevator, sweep stairs,
- clean litter from parking spaces.
- pressure wash stairwell when necessary.

Parks Operation Facility:

- Perform meeting set ups when necessary in 2ed floor meeting room
- Carpet extracted in multipurpose room only when needed.

Pentagon / Courthouse tunnel:

• Sweep, mop, auto scrub floor (provided by county) Normal wear and tear maintenance provided by county to auto scrubber.

22. OPTION C - ARLINGTON COUNTY OFFICE BUILDINGS

The Arlington County Office Buildings is comprised of the two (2) Office Buildings, (6) Parks and Recreation Centers, three (3) Libraries, one (1) Outreach Center, Arlington Bus Transit Facility, George Washington Baseball Club House, (9) Fire Stations, Woodmont, Independent Living Facility, Day Care Center and Carlyn Hall. For the minimum required hours listed below, the Contractor shall provide a PM in addition to the assigned custodians.

	Monday	Tuesday	Wednesday	Thursday	Friday
Project Manager = 40 hrs./wk.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.

<u>Hours of Operations</u>: For the minimum required hours listed below, all buildings shall be serviced Monday through Friday unless specified below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Arlington Mill: Day Porter	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.
Night Cleaning	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.
4 Custodians @ 4hrs							
Walter Reed: Day Porter	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.		
Night Porter	12 hrs.	12 hrs.	12 hrs.	12 hrs.	12 hrs.	6 hrs.	6 hrs.
3 Custodians @ 4hrs							
Court Square West	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.		
Central Library: Day Porter						8 hrs.	8 hrs.
Night Porter	16 hrs.	16 hrs.	16 hrs.	16 hrs.	16 hrs.		16 hrs.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
4 Custodians @ 4hrs							
Madison Center – Night	8 hrs.	8 hrs.	8 hrs.	8 hrs.			8 hrs.
2 custodians @ 4 hrs							
Westover Library – Night	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	
2 custodians @ 4 hrs							
Columbia Pike Library – Night	5 hrs.	5 hrs.	5 hrs.	5 hrs.	5 hrs.	5 hrs.	5 hrs.
– 9pm – 2am							
-2 Restrooms in hallway							
CF Smith – Night Porter	4 hrs.			4 hrs.	4 hrs.	4 hrs.	4 hrs.
Harvey Hall – Night Porter	3 hrs.	3 hrs.	3 hrs.	3 hrs.	3 hrs.		
Thomas Building (2020)	6 hrs.	6 hrs.	6 hrs.	6 hrs.	6 hrs.	2.5 hrs.	2.5 hrs.
Day Care 2920 – Night	10 hrs.	10 hrs.	10 hrs.	10 hrs.	10 hrs.		
2 Custodians @ 5hrs							
Art Bus Transit Facility	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		
Carlyn Hall – Night	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		3 hrs.
GW Baseball Club House	4 hrs.						
Fairlington Recreation Center						4 hrs.	
Dawson Terrace	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		
Woodmont	6 hrs.	6 hrs.	6 hrs.	6 hrs.	6 hrs.		
Independence House	4 hrs.		4 hrs.		4 hrs.		
Lubber Run Recreation							
1 custodian 5pm-9pm M-F.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.		
3 custodians 11pm-3am M-Su.	12 hrs.	12 hrs.	12 hrs.	12 hrs.	12 hrs.	12 hrs.	12 hrs.
1-day porter 10am-6:30 Sat.						8 hrs.	7 hrs.
1-day porter 10am-5pm Sun							
Fire Stations 1, 2, 3, 4, 5, 6, 8, 9	, 10 to be c	leaned one	(1) Fire Station	n each mont	h.		

ALL OFFICE CHAIRS ARE TO BE CLEANED ANNUALLY

<u>Central Library</u> is located at 1015 North Quincy Street. All cleaning specifications above will be followed, and the items listed below will also be done. Regular cleaning shall occur on Sunday through Saturday from 9:30 pm to 1:30 am. Day porter service will be provided on Saturday (8:30 am-5:30pm) and Sunday (Noon-9pm). In addition to the tasks described in this specification, the following conditions and/or tasks shall be applicable to the Central Library:

- 1. The Contractor shall:
 - a. Complete meeting room set-ups while on duty. Schedule will be provided by the County.
 - b. Provide a cell phone to Day porter working on Saturday and Sunday to be able to respond to all custodial emergencies while on duty at the Central Library.
 - c. Clean elevators and elevator landings in the parking garage.
 - e. Empty outside trash containers around the outside of the building. Police outside grounds on weekends only.
 - f. Perform project cleanings, i.e., floor stripping and waxing, when the library is closed for holidays or on the night shift.

g. Carpet cleaning schedule by area:

March	Entire Building
June	Auditorium only
September	Entire Building
December	Auditorium only

- h. Ensure the day porter assigned must be fluent in the English language to be able to respond to the needs of Central Library staff. Services to be provided by the day porter includes, by way of illustration and not limitation:
 - 1) Opening and closing building, including parking garage gates
 - 2) Turning on/off lights
 - 3) Clean and refill supplies in all restrooms
 - 4) Clean kitchen area
 - 5) Sweep and vacuum floor, spot clean glass door in lobby area
 - 6) Clean conference room and auditorium, set up auditorium for meetings, as needed 7 days per week.
 - 7) Clean tile areas and entrance to building
 - 9) Dusting of all bookshelves once per week.
 - 10) Entrance doors cleaned daily, Glass window on main staircase cleaned weekly. Glass windows leading to auditorium cleaned inside and outside weekly.

<u>Walter Reed Recreation Center</u> - All cleaning specifications above in General Requirements shall be followed, to include the items listed below. Regular cleaning shall occur on Monday through Friday from 9:30 pm to 1:30 am. Day porter service will be provided Monday-Sunday (M-F 8:30am-5:30pm.; Saturday 4:30pm-10pm) In addition to the tasks described in this specification, the following conditions and/or tasks shall be applicable to the Walter Reed Recreation Center:

- a. The contractor shall provide to the day porter a cell phone. The Day Porter's Responsibilities are:
 - 1. Clean spills as they occur
 - 2. Clean seven (7) restrooms
 - 3. Police grounds, empty trash cans around building.
 - 4. Respond to meeting setups as necessary
 - 5. Police canteen (remove trash, etc.)
 - 6. Police kitchen (remove trash, etc.)
 - 7. Police teen lounge (remove trash, etc.)
 - 8. Police lobby and public areas
 - 9. Support Multipurpose Senior Center / DHS Adult Day Care Program
 - 10. Clean administrative office area
 - 11. Clean entrance door windows (three entrances)
- b. Multi-Purpose Room/Senior/Card Room

Daily tasks to be completed:

- 1. Trash receptacles to be emptied, wiped clean with damp cloth and trash removed to dumpster. New trash receptacle liners to be installed.
- 2. Tables, chair legs, and other furniture wiped clean with damp cloth.
- 3. Spot clean walls, glass walls, doors and kick plates.
- 4. Vinyl floors dust mopped, mopped 3x/week (Monday, Wednesday, and Friday), and burnished 2x/week (Tuesday and Thursday).

ITB Services No. 21-DES-ITBLW-373

5. All surfaces of furniture and panels, picture frames, office equipment, windowsills, door panels and any other surfaces within 96 inches height from floor will be dusted, using commonly practiced methods within the cleaning service industry.

Annual tasks to be complete:

- 1. Vinyl floors will be refinished annually
- c. <u>Canteen/Teen Lounge/Arts and Craft Room</u> Daily tasks to be completed:
 - 1. Vinyl floors will be dust mopped, mopped using well wrung out mop daily and burnished twice per week.
- d. <u>Basketball Court/ Wood Exercise Room</u> Daily tasks to be completed:
 - 1. Dust mop wood floors
 - 2. Spot clean glass mirrors
 - 3. Wet mop and dry buff basketball court Monday, Wednesday and Friday.
 - 4. Dry buff exercise room Monday, Wednesday and Friday
 - 5. Wipe down wood grab bars in the exercise room Tuesday and Thursday.

<u>Arlington Mill</u> is a recreation facility with a basketball court and a five (5) story multi use facility. All cleaning specifications above in General Requirements shall be followed, to include the items listed below. Regular cleaning shall occur on Sunday through Saturday from 9:30 pm to 1:30 am. Day porter service will be provided on Monday thru Sunday. In addition to the tasks described in this specification, the following conditions and/or tasks shall be applicable to the Arlington Mill:

a. Multi-Purpose Room/Senior/Card Room

Daily tasks to be completed:

1. Vinyl floors dust mopped, mopped daily, and burnished 2x/week (Tuesday and Thursday).

Annual tasks to be complete:

1. Tile/Vinyl floors will be refinished annually

b. Loading Dock/Recycling Room

Daily tasks to be completed:

- 1. Sweep and remove all litter from the loading dock and the loading dock bays.
- 2. Remove all trash around the trash containers
- 3. Wipe down doors and spot clean walls in recycling room
- 4. Sweep and mop recycling room Tuesday and Thursday

Monthly tasks to be completed:

1. Pressure wash loading dock and loading dock bays

Annual tasks to be completed:

1. Machine scrub hallway between garage door and loading dock door

- c. <u>Wood Floor Basketball Court (Work will be completed in September)</u>
 - 1. Light sand basketball court (entire court) We will not remove plastic boards on the court.
 - 2. Refinish using oil-based polyurethane wood floor finish (2) coats will be applied. Bonna Super Court will be used.
 - 3. Wash and clean the hard-plastic boards on the basketball court. Clean plastic glass.

Nine (9) Fire Stations shall be cleaned once per year at each station. The Contractor shall:

- Dust/wipe down all surfaces areas 96" and below
- Wipe down walls
- Vacuum and extract carpets. All spots removed from carpets
- Strip and refinish hard surface floors
- Wash blinds
- Clean interior windows
- Empty and wash trash receptacles
- Dust and wipe down ceiling vents
- Wipe down chairs extract chairs as necessary
- Detail clean all gym areas including gym equipment

Kitchens

- Wipe down cabinets outside only
- Clean all refrigerators, stoves, and microwaves inside and outside
- Strip and refinish floors
- Clean sinks

Restrooms

- Clean floors with machined scrubbed grout cleaner
- Clean Urinals/ toilets/sinks
- Wash walls and partitions 96" inches and below
- Wipe down doors
- Polish all stainless steel

LUBBER RUN RECREATION CENTER is a newly constructed facility. Floor plans have been provided for the center. The recreation center is made up of offices, preschool area, gym, wellness room and, a senior's room.

The flooring surfaces are mostly concrete. There is also carpet, laminate, and wood floors in the facility. Flooring will re refinished per the specifications once per year.

The center will also be supported by a in house custodial staff person M-F from 7am-4pm. The contractor will provide staff as outlined above.

Contracted staff will be responsible for room set ups as well as the daily cleaning of the facility. Emptying outdoor trash containers at the entrances of the facility is required.

23. OPTION D - WATER POLLUTION CONTROL BUREAU (WPCB)/ LONG BRIDGE AQUATIC CENTER

The WPCB is comprised of the facilities located at WPCB and Long Bridge Aquatic Center. For the minimum required hours listed below, the Contractor shall provide custodians for the following buildings.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Operation Building	6 hrs.	6 hrs.	6 hrs.	6 hrs.	6 hrs.		
Maintenance Building Floors 4,3,2,1 including conference room on 1st floor	7 hrs.	7 hrs.	7 hrs.	7 hrs.	7 hrs.		
Wet Weather Filtration Facility	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		
Dewatering Building	2 hrs.	2 hrs.	2 hrs.	2 hrs.	2 hrs.		
Primary Treatment Building	1 hr.	1 hr.	1 hr.	1 hr.	1 hr.		
Post Aeration Facility	1 hr.	1 hr.	1 hr.	1 hr.	1 hr.		
Blower Building	1 hr.	1 hr.	1 hr.	1 hr.	1 hr.		
Trailer 5	1 hr.	1 hr.	1 hr.	1 hr.	1 hr.		
Eads Street Warehouse	.5 hrs.	.5 hrs.	.5 hrs.	.5 hrs.	.5 hrs.		
Long Bridge Aquatic Center							
Day Porter 8am-5pm	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.
Evening Porter 5pm-10pm	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Night Porters 10pm-2am 2 Custodians @4 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.	8 hrs.

Water Pollution Control Bureau

Facility Requirements:

- Operations Building- Provide full service to entire building M-F
- Maintenance Building Provide full service to Floors 4,3,2,1 including conference room on 1st floor.
- Machine scrub concrete floor in Shop area once per month on Saturday
- Wet Weather Filtration Facility Clean bathrooms (2) 2 times per week
- Dewatering Building Clean restrooms, control center, break room, hallways, elevator M-F
- Primary Treatment Building Clean restrooms, control room, hallway, stairwell, break room M-F
- Post Aeration Facility Clean 2 restrooms 3 times per week
- Blower Building Clean restroom (1) M-F
- Trailer 5 Full-Service M-F

Long Bridge Aquatic Center

Community Rooms, Wet Classrooms and Group Exercise Room.

Daily:

- 1. Trash receptacles to be emptied, wiped clean with damp cloth and trash removed to dumpster. New trash receptacle liners to be installed
- 2. Tables, chair legs, and other furniture wiped clean with damp cloth
- 3. Spot clean walls, glass walls, doors and kick plates
- 4. Tile floors dust mopped, damp mopped and burnished
- 5. Carpet and fabric furniture vacuumed; carpet spot cleaned with spot or stain remover; and furniture spot cleaned with a mild solution of shampoo and water

ITB Services No. 21-DES-ITBLW-373

6. Complete meeting setups as needed

Annually:

- 1. Carpets will be extracted. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
- 2. Tile floors will be stripped and refinished. (NOTE: All doors and baseboards must be washed).

Spectator Seating Areas

Daily:

- 1. Sweep
- 2. Wipe all benches

Weekly:

- 1. Spray buff floor landings
- 2. Damp/dust mop concrete floors using a neutral cleaner

Grounds Staff Responsibilities:

- 1. Police grounds of litter
- 2. Empty all outdoor trash receptacles around the facility
- 3. Pressure wash sidewalks once per week around the facility
- 4. Clean loading dock area and bays leading to the loading dock
- 5. Pressure loading dock area weekly
- 6. Mop floors in the recycling room daily
- 7. Remove recycling containers from recycling room to loading dock on recycling
- 8. Pick up days. Place recycling containers back into the room once collected
- 9. Wash windows inside by front door.

In addition to the tasks described in this specification, the Contractor shall:

- 1. Wear a cell phone (Day porter Saturday and Sunday) provided by the Contractor and respond to all custodial emergencies while on duty
- 2. Clean elevators and elevator landings in the parking garage.
- 3. Empty outside trash containers around the outside of the building. Police outside grounds on weekends only.
- 4. Perform project cleanings, i.e., floor stripping and waxing, when the facility is closed for holidays or on the night shift.
- 5. Duties of the personnel assigned to the above locations shall include the general custodial duties outlined in the bid specifications and custodial duties within the scope of the Contract as may be assigned by the County building supervisor. The day personnel assigned must be fluent in the English language to be able to respond to the needs of facility staff. Services to be provided by the day person includes, by way of illustration and not limitation:
 - Opening and closing building
 - Turning on/off lights
 - Clean community and wet classrooms,
 - Clean tile areas and entrance to build
 - Clean office chairs annually
 - Entrance doors cleaned daily, Glass window on main staircase cleaned weekly. Glass windows leading to auditorium cleaned inside and outside weekly

• Clean all pool windows below 96 inches around the pool area quarterly (add in)

LOCATIONS

1. JUSTICE CENTER

	LOCATION	SIZE IN SQ. FT.
Arlington County Detention	1435 N Court House Rd	325,115
	Arlington, VA 22201	
Arlington County Court/ Police	1425 N Court House Rd	325,000
	Arlington, VA 22201	

2. TRADES CENTER

	LOCATION	SIZE IN SQ. FT.	
Equipment Bureau	2701 S Taylor St,	38,200	
	Arlington, VA 22201		
Solid Waste	4300 S Taylor St,	20,833	
	Arlington, VA 22201		
Water Sewer Streets Administration/	4300 S.29th St,	32,060	
Water Control	Arlington, VA 22201		
The Cultural Affairs Building	3700 S Nelson St,	26,234	
	Arlington, VA 22201		
Barcroft:	4200 S Four Mile Run	30,000	
	Arlington, VA 22201		
Shirlington Bus	2975 South Quincy St,	1,456	
C C	Arlington, VA 22201		
Shirlington Library:	2700 S Arlington Mill Dr,	35,450	
	Arlington, VA 22201		
Trades Center Day Porter:		N/A	
Garage			
Network Operations Center			
Impound Lot			
Trades Center Support			
Parks Operations	2700 S. Taylor St,	34,479	
	Arlington, VA 22201		
Barcroft Garage		N/A	
Trailer Trades Center Parking Lot Water		1,600	
Sewer Streets			
Pentagon City Tunnel		6,000	
Courthouse Tunnel		8,000	

3. <u>ARLINGTON COUNTY OFFICE BUILDINGS</u>, to include but not limited to Fire Stations, Libraries, Parks & Recreation.

	LOCATION	SIZE IN SQ. FT.
Arlington Mill	909 S. Dinwiddie St, Arlington, VA 22201	135,875
Court Square West	1400 N. Uhle St, Arlington, VA 22201	46,286
Central Library	1015 N. Quincy St, Arlington, VA 22201	91,322
Madison Center	3829 N. Stafford St, Arlington, VA 22201	34,250
Westover Library	1644 McKinley Rd, Arlington, VA 22201	16,689
Columbia Pike Library	816 South Walter Reed Dr. Arlington, VA 22201	10,000
Walter Reed Recreation Center	2909 16th St, Arlington, VA 22201	24,293
Lubber Run Recreation Center	300 N Park Dr. Arlington, VA 22201	53,348
FT. CF Smith	2411 24th N. St, Arlington, VA 22201	2,900
Harvey Hall	850 S. Greenbrier St, Arlington, VA 22201	6,000
Dawson Terrace	2133 N Taft St. Arlington, VA 22201	2,900
2020 2020a	14th St, Arlington, VA 22201	38,093 (7,618/floor)
Fire Station 1	500 S. Glebe Rd, Arlington, VA 22201	13,500
Fire Station 2	4805Wilson Blvd., Arlington, VA 22201	11,900
Fire Station 3	4100 Old Dominion Dr, Arlington, VA 22201	14,474
Fire Station 4	3141 10 th St, Arlington, VA 22201	20,385
Fire Station 5	1750 S. Hays St, Arlington, VA 22201	11,957
Fire Station 6	6950 Little Falls Rd, Arlington, VA 22201	18,236
Fire Station 8	4845 Lee Highway, Arlington, VA 22201	8,160
Fire Station 9	1900 S. Walter Reed Dr, Arlington, VA 22201	14,118
Fire Station 10	1559 Wilson Blvd, Arlington, VA 22201	5,000
Day Care Center	2920 Glebe Rd,	15,320

	LOCATION	SIZE IN SQ. FT.
	Arlington, VA 22201	
Art Bus Transit Facility	2910 South Eads St., Arlington	6,500
	Va.22204	
Carlyn Hall	5711 4 th St,	2,816
	Arlington, VA 22201	
George Washington Baseball Club	4240 South Four Mile Run	5,000
House	Arlington Va.22204	
Fairlington Recreation Center	3308 S. Stafford St,	36,688
	Arlington, VA 22201	
Woodmont	2422 N. Filmore St,	44,496
	Arlington, VA 22201	
Independence House	1723 Fairfax Drive	16,586
	Arlington Va. 22209	

4. WATER POLLUTION CONTROL BUREAU (WPCB); LONG BRIDGE AQUADIC CENTER

	LOCATION	SIZE IN SQ. FT.
Operation Building	3402 South Glebe Rd.	27,530
	Arlington Va.	
Maintenance Building	3111 South Fern Street	43,686
	Arlington Va.	
Wet Weather Filtration Facility	3324 South Glebe Road	14,800
	Arlington Va.	
Dewatering Building	3208 South Edes Street	41,000
	Arlington Va.	
Primary Treatment Building	3139 South Fern Street	18,996
	Arlington Va.	
Post Aeration Facility	3304 South Glebe Road	6,800
	Arlington Va.	
Blower Building	3404 South Glebe Road	5,000
	Arlington Va.	
Trailer 5	3111 South Fern Street	1,600
	Arlington Va.	
Eads Street Warehouse	2900 Eads St,	24,229
	Arlington, VA	
Long Bridge Aquatic Center	333 Long Bridge Drive	44,471
	Arlington, VA	

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

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

AGREEMENT NO. 21-DES-ITBLW-373

 THIS AGREEMENT is made, on ______, between ______, 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, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. <u>21-DES-ITB-373</u>.

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. <u>SCOPE OF WORK</u>

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide custodial services to Arlington County. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. <u>PROJECT OFFICER</u>

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. <u>CONTRACT TERM</u>

Time is of the essence. The Work will commence on ______, 20____ and must be completed no later than ______20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from ______, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. <u>CONTRACT PRICING</u>

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. <u>21-DES-ITBLW-373</u> at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL 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 90 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 or not the County has previously elected to extend the Contract's term.

7. <u>PAYMENT TERMS</u>

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 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.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

13. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs

will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

14. <u>CLEANING UP</u>

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundation, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

15. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned orcontrolled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. <u>SAFETY</u>

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the

Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

19. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

20. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

21. PROJECT STAFF

The County has the right to reasonably 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 employees and its subcontractors is the sole responsibility of the Contractor.

22. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

23. 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.

24. 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.

25. 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.

26. <u>SEXUAL HARASSMENT POLICY</u>

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's

ITB Services No. 21-DES-ITBLW-373

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

27. <u>TERMINATION</u>

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. <u>TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE</u>
 - <u>Termination for Unsatisfactory Performance</u>. 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. <u>Termination for Breach or Default</u>. 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.

28. INDEMNIFICATION

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.

29. 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.

30. 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.

31. 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 bid 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.

32. <u>COUNTY EMPLOYEES</u>

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.

33. 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.

34. 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.

35. <u>RELATION TO COUNTY</u>

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.

36. <u>ANTITRUST</u>

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.

37. <u>REPORT STANDARDS</u>

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.

38. <u>AUDIT</u>

The Contractor may be requested to 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.

39. 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.

40. <u>AMENDMENTS</u>

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

41. <u>ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES</u>

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

42. 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

43. <u>APPLICABLE LAW, FORUM, VENUE AND JURISDICTION</u>

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.

44. ARBITRATION

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

45. <u>NONEXCLUSIVITY OF REMEDIES</u>

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.

46. <u>NO WAIVER</u>

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.

47. <u>SEVERABILITY</u>

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.

48. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

49. 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.

50. 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 INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

51. <u>HEADINGS</u>

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.

52. <u>AMBIGUITIES</u>

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.

53. <u>NOTICES</u>

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:

_____, Project Officer

<u>AND</u>

Sharon T. Lewis, LL.M, MPS, VCO, CPPB Purchasing Agent Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager Arlington County, Virginia 2100 Clarendon Boulevard, Suite 318 Arlington, Virginia 22201

54. 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.

55. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

56. 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.

57. <u>SERVICE CONTRACT WAGE REQUIREMENTS</u>

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. <u>COMPLAINTS BY AGGRIEVED EMPLOYEES</u>

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 Attachment A);
- 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 Attachment B;
- 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 (Attachment B).

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.

58. 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. <u>Workers Compensation</u> 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. <u>Commercial General Liability</u> \$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. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. <u>Additional Insured</u> 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.
- e. <u>Cancellation</u> 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.
- f. <u>Claims-Made Coverage</u> 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.
- g. <u>Contract Identification</u> 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.

59. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	CONTRACTOR
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 21-DES-ITBLW-373

BID FORM

SUBMIT ONE FULLY COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 1:00 P.M., ON NOVEMBER 30, 2020

FOR PROVIDING <u>CUSTODIAL SERVICES</u> PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

Bidders shall provide an annual price for services specified in the Scope of Work.

Option A Justice Center Option B Trades Center Option C Arlington County Office Buildings Option D Water Pollution Control Bureau	\$ \$ \$
Grand Total of all Locations (Options A – D)	\$

For informational purpose, provide the hourly rate of the following personnel for:

Option A	
Project Manager	\$
Ground Porter	\$
Option B:	
Project Manager	\$
Option C:	
Project Manager	\$
Option D:	
None Required	
Hourly Rate for Additional Wor	k and Special Cleanings:
Custodian hourly rate	\$
Project Manager hourly rate	\$
Hourly Rate for COVID/PANDER	
Custodian hourly rate	\$
Project Manager hourly rate	\$
Electrostatic Machine hourly rat	.e \$
PPE Rate Per Individual	\$
Supply Cost Per Event	\$
117	·

56 ITB Services No. 21-DES-ITBLW-373

BID FORM, PAGE <u>2</u> OF <u>9</u>

1. <u>OPTION A - JUSTICE CENTER – the unit price per month is all inclusive of all work, personnel, equipment, materials, FOB Destination, overhead and profit and all charges that may be incurred.</u>

Full-Service Price:

	PRICE/ MONTH	QTY	EST. SQ. FT.	TOTAL ANNUAL PRICE
Arlington County Detention	\$	12	325,115	\$
Arlington County Court/ Police	\$	12	325,000	\$
Total for Option A			\$	

Reduced Service Price:

	PRICE/ MONTH	QTY	EST. SQ. FT.	TOTAL ANNUAL PRICE
Arlington County Detention	\$	12	325,115	\$
Arlington County Court/ Police	\$	12	325,000	\$
Total for Option A			\$	

2. <u>OPTION B - TRADES CENTER -</u> the unit price per month is all inclusive of all work, personnel, equipment, materials, FOB Destination, overhead and profit and all charges that may be incurred.

	PRICE/ MONTH	QTY	EST. SQ. FT.	TOTAL ANNUAL PRICE
Equipment Bureau	\$	12	38,200	\$
Solid Waste	\$	12	20,833	\$
Water Sewer Streets				
Administration/ Water Control	\$	12	32,060	\$
The Cultural Affairs Building	\$	12	26,234	\$
Barcroft:	\$	12	30,000	\$
Shirlington Bus	\$	12	1,456	\$
Shirlington Library:	\$	12	35,450	\$
Trades Center Day Porter:				
Garage	\$	12	N/A	\$
Network Operations Center				
Impound Lot				
Trades Center Support				
Parks Operations	\$	12	34,479	\$
Barcroft Garage	\$	12	N/A	\$
Trailer Trades Center Parking				
Lot Water Sewer Streets	\$	12	1,600	\$
Pentagon City Pedestrian	\$	12	6,000	\$
Tunnel				
Courthouse Pedestrian Tunnel	\$	12	8,000	\$
	·	Tota	l for Option B	\$

BID FORM, PAGE <u>3</u> OF <u>9</u>

3. <u>OPTION C - ARLINGTON COUNTY OFFICE BUILDINGS</u> - the unit price per month is all inclusive of all work, personnel, equipment, materials, FOB Destination, overhead and profit and all charges that may be incurred.

	PRICE/ MONTH	QTY	EST. SQ. FT.	TOTAL ANNUAL PRICE
Arlington Mill	\$	12	135,875	\$
Court Square West	\$	12	46,286	\$
Central Library	\$	12	91,322	\$
Madison Center	\$	12	34,250	\$
Westover Library	\$	12	16,689	\$
Columbia Pike Library	\$	12	10,000	\$
Walter Reed Recreation Center	\$	12	24,293	\$
FT. CF Smith	\$	12	2,900	\$
Dawson Terrace	\$	12	2,900	\$ \$
Lubber Run Recreation	\$	12	53,348	\$ \$
Center	۶	12	55,546	۶
Harvey Hall	\$	12	6,000	\$
Thomas Building (2020)	\$	12	38,093 (7,618/fl)	\$
Fire Station 1	\$	1	13,500	\$
Fire Station 2	\$	1	11,900	\$
Fire Station 3	\$	1	14,474	\$
Fire Station 4	\$	1	20,385	\$
Fire Station 5	\$	1	11,957	\$
Fire Station 6	\$	1	18,236	\$
Fire Station 8	\$	1	8,160	\$
Fire Station 9	\$	1	14,118	\$
Fire Station 10	\$	1	5,000	\$
Day Care Center (2920)	\$	12	15,320	\$
Art Bus Transit Facility	\$	12	6,500	\$
Carlyn Hall	\$	12	2,816	\$
George Washington Baseball Club House	\$	12	5,000	\$
Fairlington Recreation Center (Saturday Only)	\$	12	36,688	\$
Woodmont	\$	12	44,496	\$
Independence House	\$	12	16,586	\$
		Tot	al for Option C	\$

BID FORM, PAGE 4 OF 9

 OPTION D - WATER POLLUTION CONTROL BUREAU (WPCB) - the unit price per month is all inclusive of all work, personnel, equipment, materials, FOB Destination, overhead and profit and all charges that may be incurred.

	PRICE/ MONTH	QTY	EST. SQ. FT.	TOTAL ANNUAL PRICE
Operation Building	\$	12	27,530	\$
Maintenance Building	\$	12	43,686	\$
Wet Weather Filtration Facility	\$	12	14,800	\$
Dewatering Building	\$	12	41,000	\$
Primary Treatment Building	\$	12	18,996	\$
Post Aeration Facility	\$	12	6,800	\$
Blower Building	\$	12	5,000	\$
Trailer 5	\$	12	1,600	\$
Eads Street Warehouse	\$	12	24,229	\$
Long Bridge Aquatics Center	\$	12	44,471	\$
Total for Option D				\$

THE FULL <u>LEGAL NAME</u> OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID 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 BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY: (legal name of entity)				
AUTHORIZED SIGNATU	JRE:			
PRINT NAME AND TITI	LE:			
ADDRESS:				
CITY/STATE/ZIP:				
TELEPHONE NO.:		MAIL DDRESS:		
THIS ENTITY IS INCORE	PORATED			
THIS ENTITY IS A:	CORPORATION		LIMITED PARTNERSHIP	
(check the applicable option)	GENERAL PARTNERSHIP		UNINCORPORATED ASSOCIATION	
	LIMITED LIABILITY COMPANY		SOLE PROPRIETORSHIP	
IS BIDDER AUTHORIZE COMMONWEALTH OF	ED TO TRANSACT BUSINESS IN ⁻ VIRGINIA?	THE	YES 🖵 NO	

BID FORM, PAGE 5 OF 9

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 & BRAD	DSTREET D-U-N-S NUM	BER: (if				
FROM SUBMITTING	THER STATE OR POL	INGTON	COUNTY,	YES	NO	
HAS YOUR FIRM DE	FAULTED ON ANY PR	OJECT IN	N THE LAST			
		6 60NT		YES	NO	
	ANY TYPE OF BUSINES STRATION OR CERTIFIC AST THREE YEARS?			YES	NO	
	ITS PRINCIPALS/OWNE		CONVICTED BUSINESS IN			
APLICABLE TO ITS CO TAX LAWS, WAGE AN ENVIRONMENTAL) WI THE PAYMENT OF A F	EN FOUND IN VIOLA ONTRACTING BUSINES ID HOUR LAWS, PREV HERE THE RESULT OF SU TINE, BACK PAY DAMA UNT OF \$5000 OR MO	S (LICENS AILING W JCH VIOL GES, OR	SING LAWS, /AGE LAWS, .ATION WAS	YES	NO	
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:	

MINIMUM BIDDER QUALIFICATIONS:

In a separate attachment, Bidders shall provide the following documentation:

- Proof of <u>three (3)</u> years of experience providing custodial services in Federal, State and Local and Industrial or Trades facilities. The experience shall be work of similar size and scope.
- Proof of <u>three (3)</u> years of experience in providing custodial services at Courthouses and Detention Centers to bid on Justice Center. The experience shall be work of similar size and scope.
- List of <u>three (3)</u> similar recently completed projects that involving the same material, equal size, and comparable length. For each project, Bidders shall list the following information:
 - o Project Name
 - \circ $\;$ Project description and Bidder's scope of work within the project
 - Project manager's name, telephone number and email address

BID FORM, PAGE <u>6</u> OF <u>9</u>

- Work start date, scheduled completion, and actual completion date
- Initial contract cost and final contract cost
- Resume of the proposed Project Manager for each Option with their Bids. <u>Project Manager</u> assigned to this work shall have at least <u>three (3)</u> years of experience in overseeing projects of similar type and size.
- Bidder certifies that the Custodians assigned to this work shall have at least one (1) year of experience in performing custodial duties of similar type and size.

_____YES _____NO

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 ON THE <u>VENDOR REGISTRY WEBSITE</u>.

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

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE:	_INITIAL:
ADDENDUM NO. 2	DATE:	INITIAL:
ADDENDUM NO. 3	DATE:	_INITIAL:

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder 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, a Bidder 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 bid that I have submitted does <u>not</u> contain any trade secrets and/or proprietary information.

See Yes, the bid that I have submitted <u>does</u> contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected <u>and</u> list all applicable page numbers of the bid that contain such data or materials: BID FORM, PAGE <u>7</u> OF <u>9</u>

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

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 bid will be open for public inspection consistent with applicable law.

<u>CERTIFICATION OF NON-COLLUSION</u>: The undersigned certifies that this bid 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:			

BID FORM, PAGE <u>8</u> OF <u>9</u>

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past three (3) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:
REFERENCE 2:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:
REFERENCE 3:	Contact Name:
	Organization:
	Phone Number:
	E-mail Address:
	Contract/Project Name:
	Contract/Project Dates (from-to):
	Contract/Project Description:

BID FORM, PAGE 9 OF 9

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL CO	OVERAGE AND ENDORSEMENTS MARKED "X".
COVERAGES REQUIRED	COVERAGE MINIMUM(S)
_X_1. Workers' Compensation	Statutory limits of Virginia
_X_2. Employer's Liability	\$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
_X_3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
_X_4. Premises/Operations	
_X_5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
_X_6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
_X_7. Independent Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
X_8. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
X 9. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
	ertificate)\$1 Million CSL BI/PD each occurrence,
	\$1 Million annual aggregate
X 11. Personal and Advertising Injury Liability	
	\$1 Million Bodily Injury, Property Damage and Personal Injury
13. Per Project Aggregate	
14. Professional Liability	
	\$1 Million per occurrence/claim
	\$1 Million per occurrence/claim
	\$1 Million BI/PD each accident, Uninsured Motorist
17. Motor Cargo Insurance	
	\$500,000 Comprehensive, \$500,000 Collision
	\$\$
	Endorsement to CGL
	\$1 Million annual aggregate
	Provide Coverage in the full amount of Contract, including any amendments
	Endorsement to CGL
X_26. Carrier Rating shall be A.M. Best Co.'s Ratin	
	terial change in coverage shall be provided to County at least 30 days prior to
action.	
	on all policies except Workers Compensation and Auto.
_X_29. Certificate of Insurance shall show Bid Nur	
	ng coverage of on-site clean upBI/PD \$3 Million per occurrence/\$6 Million
	Aggregate
a Should the work require clean up, ren	nediation, and/or removal of bio -solids, bio-hazards waste, and any hazardous
or toxic material via transportation reques	
	endorsements specifically referenced in the certificate of insurance
31 Cyberinsurance	
32. OTHER INSURANCE REQUIRED:	
INSURANCE AGENT'S STATEMENT:	
	Offeror named below and have advised the Offeror of required coverages not
provided through this agency.	
provided through this agency.	
AGENCY NAME:	AUTH. SIGNATURE:
···-···	
BIDDER'S STATEMENT:	
If awarded the Contract, I will comply with all Con	tract insurance requirements.
,, ,	
BIDDER NAME:	AUTH. SIGNATURE:

64 ITB Services No. 21-DES-ITBLW-373 ATTACHMENT A

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

<u>\$15.00 PER HOUR</u>

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

<u>AVISO de SALARIO</u> <u>MINIMO</u>

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

ATTACHMENT B LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

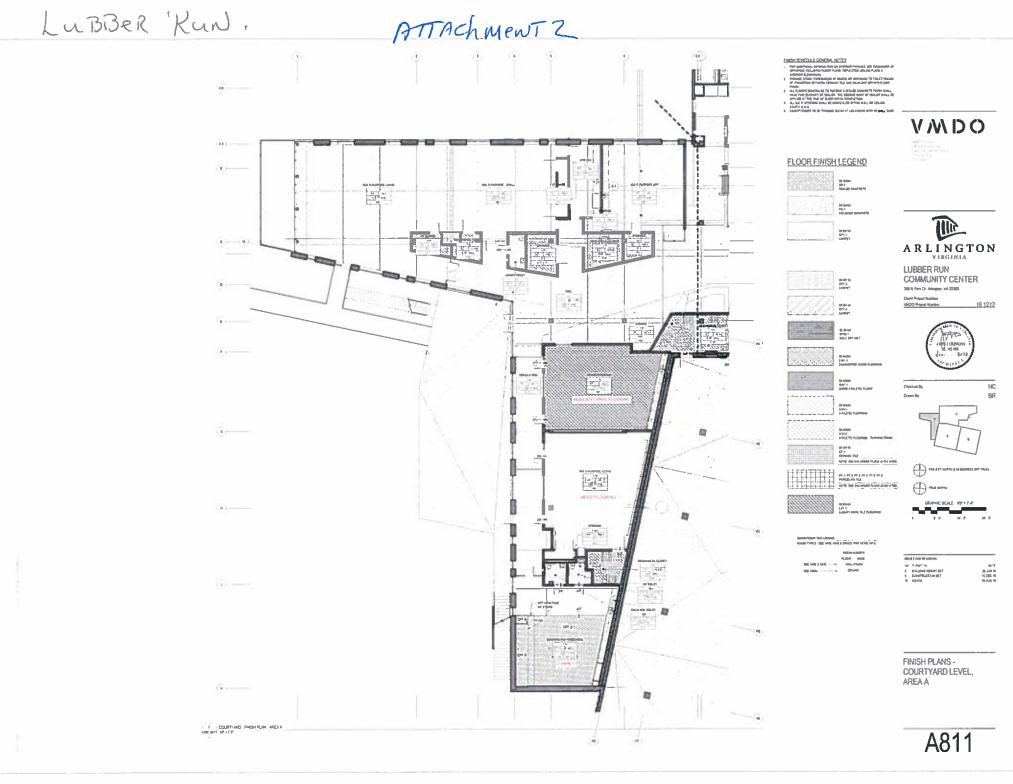
In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

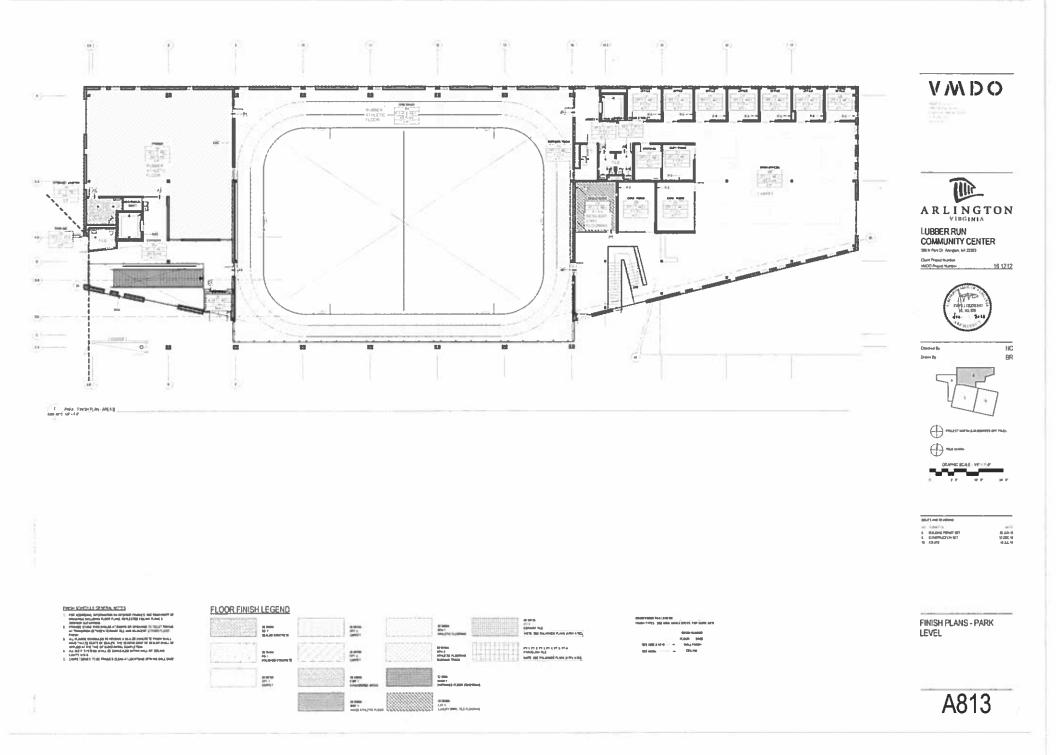
EMPLOYEE NAME	TOTAL HOURS	HOURLY
LIVII LO I LE INAIVIL		
	THIS QUARTER	WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

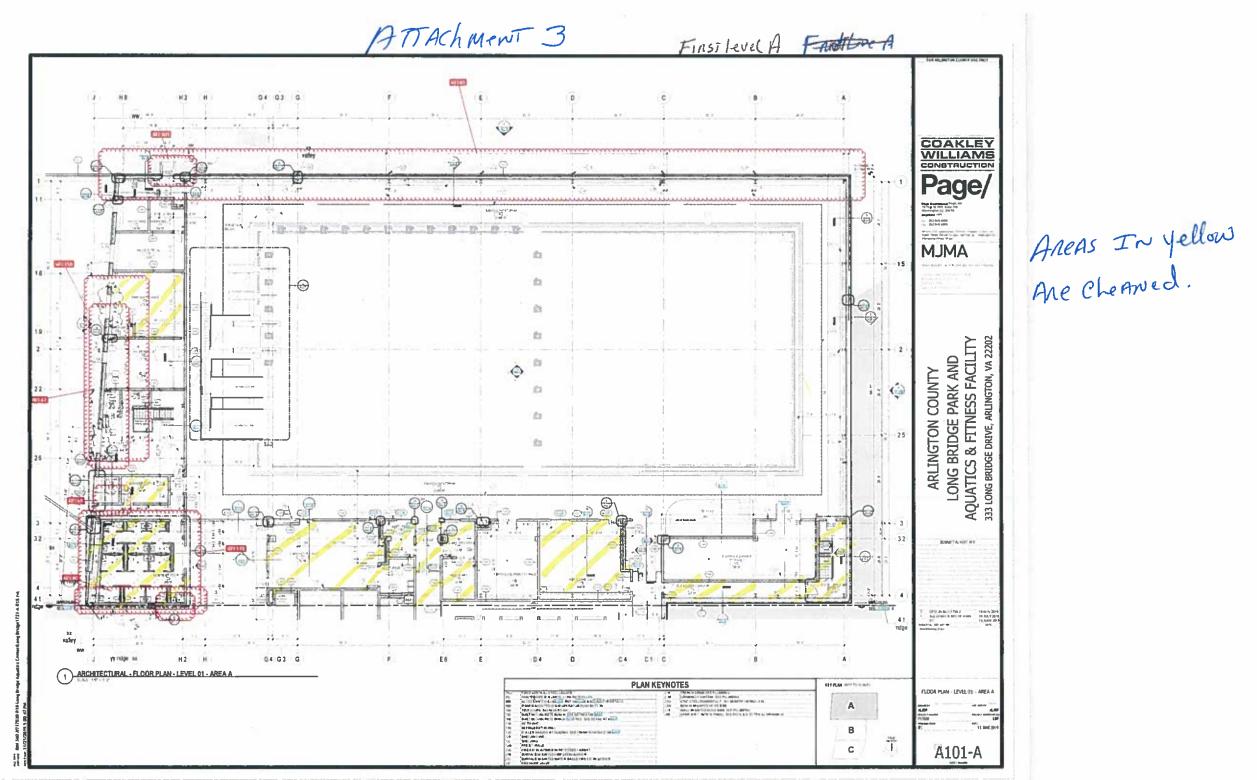
Date

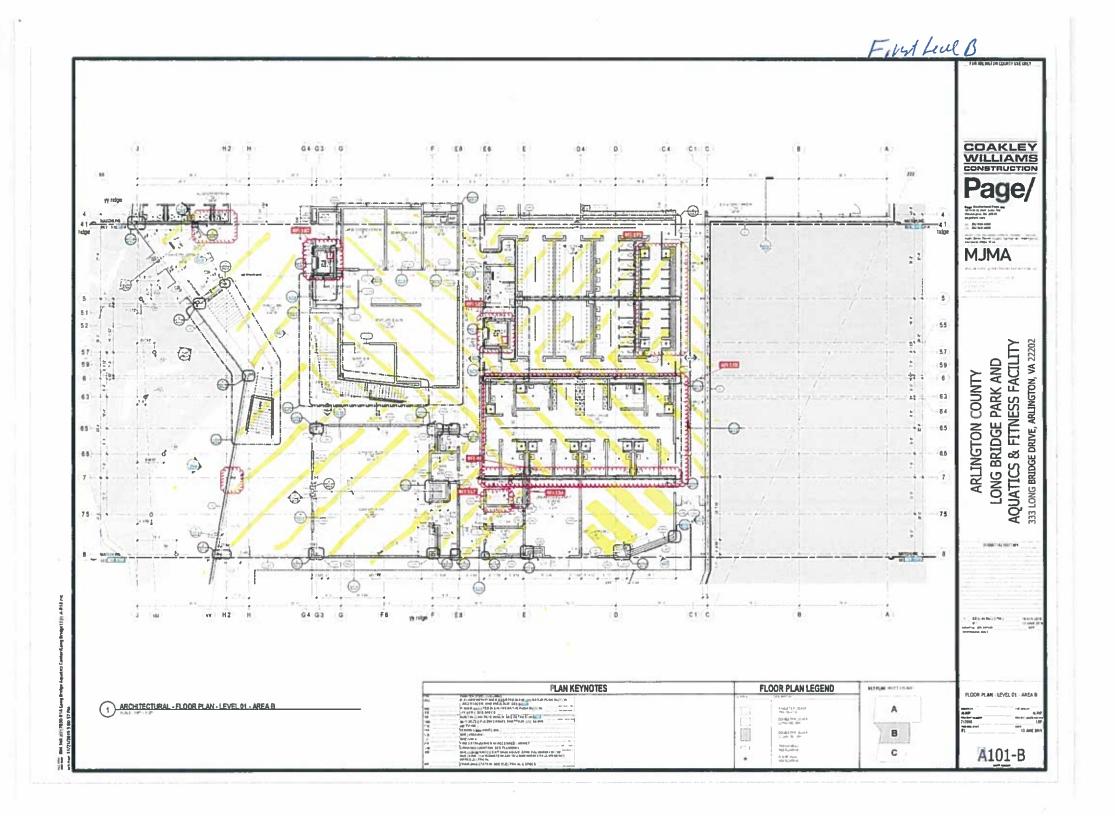


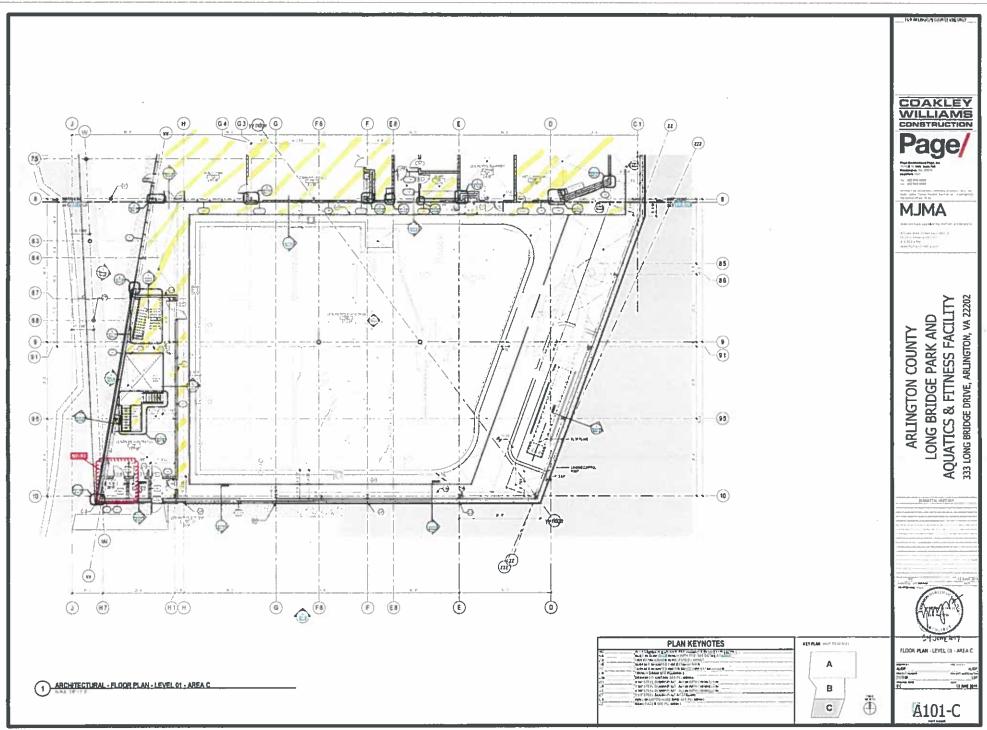


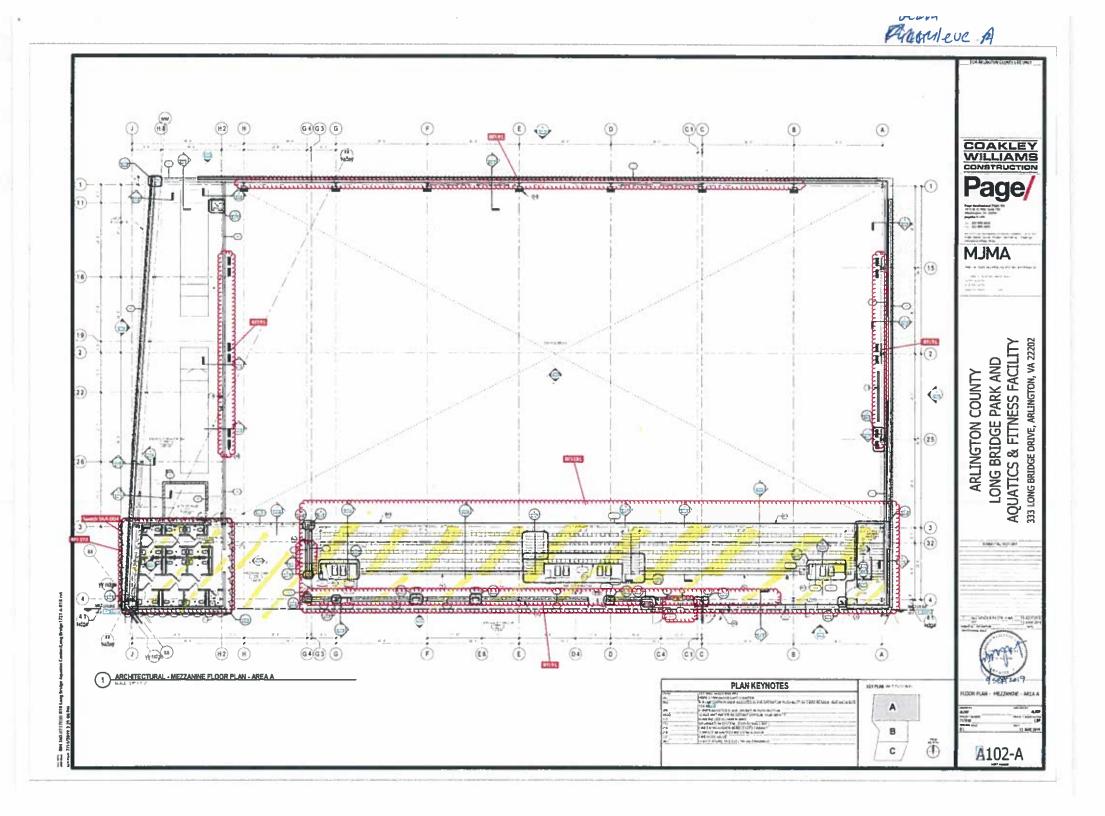


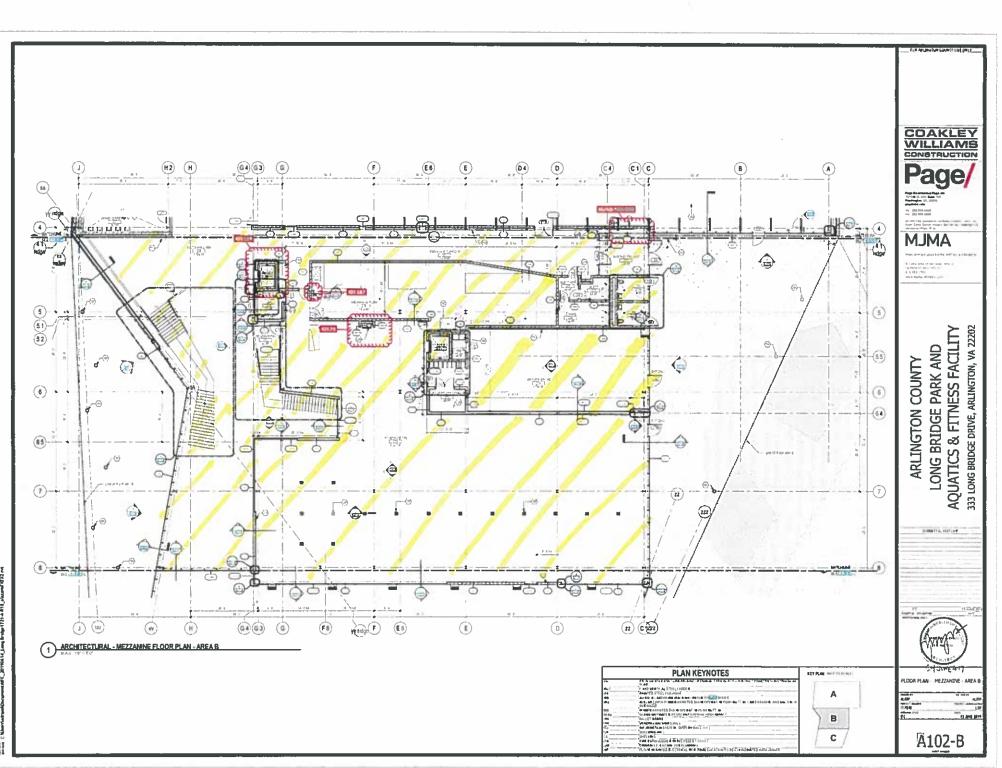
A812



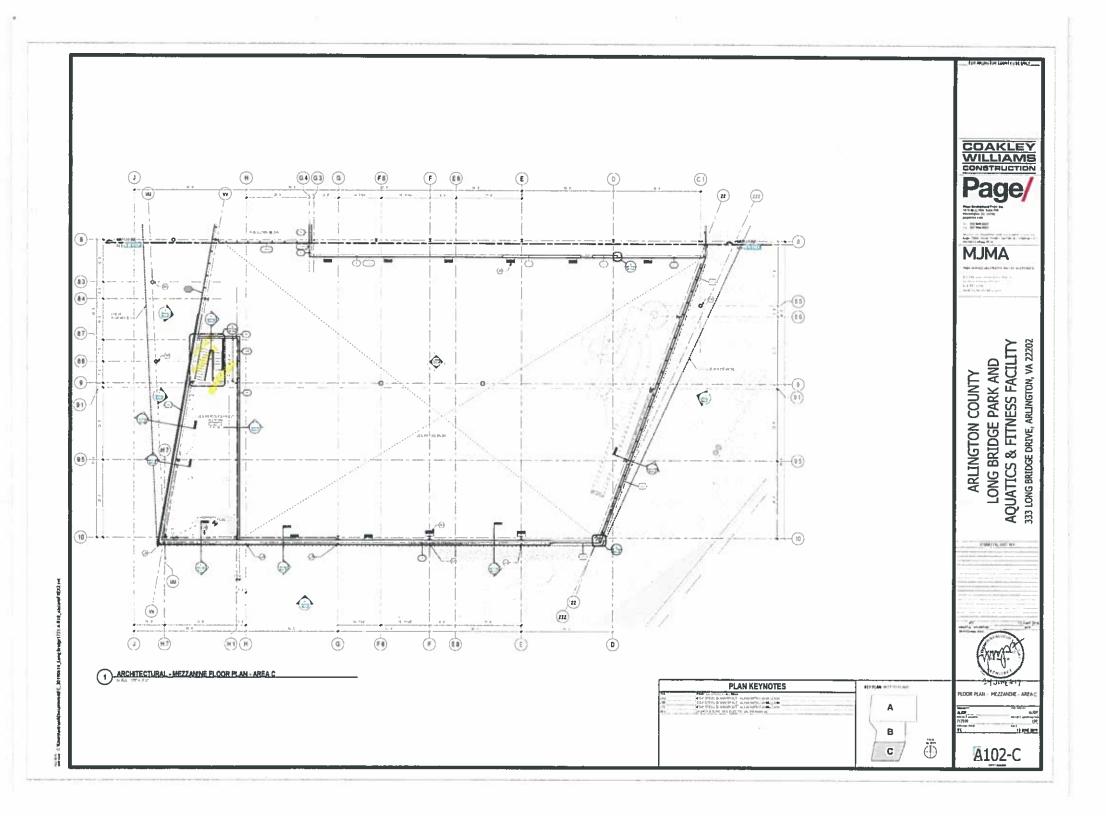










-







V: Monday - Friday

