

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	<u>DECEMBER 19, 2013</u>
LT SERVICES, INC.	CURRENT CONTRACT NO:	<u>535-14LW</u>
2815 HARTLAND ROAD, SUITE 300	CONTRACT TITLE:	<u>CUSTODIAL SERVICES - SOUTH ARLINGTON</u>
FALLS CHURCH, VA 22043	PRIOR CONTRACT NO:	<u>528-12LW</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on OCTOBER 29, 2013. The contract term covered by this Notice of Award is effective JANUARY 1, 2014 and expires on OCTOBER 31, 2018.

This is a five year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 535-14LW and the bid of the Contractor, incorporated herein by reference.

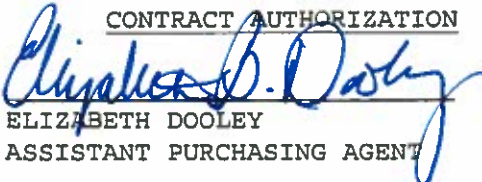
CONTRACT PRICING:
REFER TO BID FORM ATTACHED

ATTACHMENTS:
INVITATION TO BID 535-14LW
AMENDMENTS NO.1 AND NO.2

SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL BE PAID AN HOURLY WAGE NO LESS THAN THE HOURLY LIVING WAGE RATE PUBLISHED ON THE COUNTY'S WORLD-WIDE WEB SITE AT THE TIME OF CONTRACT EXECUTION.

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

VENDOR CONTACT: <u>MICHAEL NGUYEN</u>	TELEPHONE NO.:	<u>703-698-8838</u>
EMAIL: <u>MICHAEL.N@LTSERVICESINC.COM</u>		
COUNTY CONTACT: <u>JAMES MENDITTO</u>	TELEPHONE NO.:	<u>703-228-4451</u>
EMAIL: <u>JMENDI@ARLINGTONVA.US</u>		

<u>CONTRACT AUTHORIZATION</u>	<u>DISTRIBUTION</u>
 ELIZABETH DOOLEY ASSISTANT PURCHASING AGENT	VENDOR: 1 BID FOLDER: 2
<u>1/7/14</u> Date	

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 535-14LW

R E V I S E D B I D F O R M
PAGE 1 OF 10

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:30 P.M., ON OCTOBER 29, 2013

FOR PROVIDING CUSTODIAL SERVICES IN SOUTH ARLINGTON PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

I. QUESTIONNAIRE

1. Bidders shall provide information as listed under the "Best Value Bid Submission Requirements" paragraph page 8. BIDS SUBMITTED WITHOUT THIS INFORMATION WILL BE REJECTED AS NON-RESPONSIVE.

II. PRICING

LOCATIONS	FIRST YEAR ANNUAL COST	SECOND YEAR ANNUAL COST	THIRD YEAR ANNUAL COST	FOURTH YEAR ANNUAL COST	FIFTH YEAR ANNUAL COST
1. Equipment Bureau/Car Wash	\$ 32,370.12	\$ 33,341.22	\$ 34,274.78	\$ 34,788.90	\$ 35,310.73
2. Solid Waste/Bureau	\$ 44,839.59	\$ 46,184.78	\$ 47,477.95	\$ 48,190.12	\$ 48,912.97
3. Water/Sewer/Streets Admin./Water Control	\$ 73,305.59	\$ 77,564.76	\$ 79,736.57	\$ 80,932.62	\$ 82,146.61
4. WETA Building	\$ 82,118.70	\$ 84,582.26	\$ 86,950.56	\$ 88,254.82	\$ 89,578.65
5. Motorola Building	\$ 11,445.11	\$ 11,788.46	\$ 12,118.54	\$ 12,300.32	\$ 12,484.82
6. Barcroft Sports and Fitness	\$ 122,888.91	\$ 126,575.58	\$ 130,119.69	\$ 132,071.49	\$ 134,052.56
7. Shirlington Bus Station	\$ 21,990.09	\$ 22,649.79	\$ 23,283.99	\$ 23,633.25	\$ 23,987.75
8. Shirlington Library	\$ 85,896.49	\$ 88,473.38	\$ 90,950.64	\$ 92,314.90	\$ 93,699.62
9. Trades Center Day Porter (Parking garage and NOC)	\$ 33,414.84	\$ 34,417.29	\$ 35,380.97	\$ 35,911.68	\$ 36,450.36
10. Artisphere	\$ 42,921.41	\$ 44,209.05	\$ 45,446.91	\$ 46,128.61	\$ 46,820.54
11. Aurora Hills (Saturday evening only)	\$ 15,957.83	\$ 16,436.56	\$ 16,896.79	\$ 17,150.24	\$ 17,407.49
12. Parks Operations Building	\$ 60,072.59	\$ 61,874.77	\$ 63,607.26	\$ 64,561.37	\$ 65,529.79
13. Police Impound Lot	\$ 21,990.09	\$ 22,649.79	\$ 23,283.99	\$ 23,633.25	\$ 23,987.75
TOTAL BID AMOUNT PER YEAR (LOCATIONS 1 THROUGH 13)	\$ 651,211.36	\$ 670,747.69	\$ 689,528.64	\$ 699,871.57	\$ 710,369.64
GRAND TOTAL (YEAR 1 THROUGH YEAR 5)					\$ 3,421,728.90

Custodian hourly rate for added services: \$21.00/hour

Refer to paragraph 23 page 7 for additional information about the Living Wage policy.

BIDDER NAME: L.T. Services, Inc.

2. SUPPLY LIST:

Bidders are advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified under the contract will rest with the Contractor. All chemicals and paper products shall meet green seal requirements as outlined this solicitation. COMPLETE THE LIST BELOW:

<u>ITEM</u>	<u>BRAND</u>
a. PLASTIC TRASH CAN LINERS	<u>Inteplant Group</u>
b. PAPER TOWELS (RECYCLED)	<u>Wausaw Paper/ Georgia Pacific</u>
c. TWO-PLY TOILET PAPER (RECYCLED)	<u>Wausaw Paper</u>
d. HAND SOAP	<u>Kimberly Clark / Gojo</u>
e. TOILET SEAT COVERS	<u>Hospesco</u>
f. CLEANER, GLASS/WINDOW	<u>Envizox H2 Orange</u>
g. CLEANER, BATHROOM	<u>Envizox H2 Orange</u>
h. CLEANER, BOWL	<u>Envizox H2 Orange</u>
i. CLEANER, MULTI-PURPOSE	<u>Envizox H2 Orange</u>
j. FLOOR CARE, STRIPPER	<u>Abel Industries</u>
k. FLOOR CARE, FINISH	<u>Abel Industries</u>
l. FLOOR CARE, SEALER	<u>Abel Industries</u>
m. FLOOR CARE, POLISH	<u>Abel Industries</u>
n. METAL POLISH	<u>Pzo Link</u>
o. FURNITURE CARE, POLISH (VINYL)	<u>Pzo Link</u>
p. FURNITURE CARE, POLISH (WOOD)	<u>Pzo Link</u>
q. CARPET SPOT/STAIN REMOVER	<u>Diversey</u>
r. STEAM & CARPET CLEANER	<u>Diversey</u>
s. DISINFECTANT	<u>Envizox H2 Orange</u>
t. TILE CLEANER	<u>Envizox H2 Orange</u>
u. GUM REMOVER	<u>Pzo Link</u>
v. DUST MOP TREATMENT	<u>Pzo Link</u>
w. WOOD CLEANER	<u>Pzo Link</u>
x. PORCELAIN CLEANER	<u>Pzo Link</u>

- y. STAINLESS STEEL CLEANER Pzo Link
- z. BRASS POLISH Sheila Shine

3. EQUIPMENT LIST

The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified in this solicitation will rest with the contractor:

ITEM	MANUFACTURER	QUANTITY
a. VACUUMS, COMMERCIAL GRADE, 1.5 HP MINIMUM	<u>Windsor</u>	<u>11</u>
b. WET/DRY VACUUM	<u>Power Flite</u>	<u>6</u>
c. BACKPACK VACUUM	<u>Pzotum</u>	<u>5</u>
d. FLOOR SCRUB MACHINE	<u>Rabbit</u>	<u>8</u>
e. FLOOR BUFF MACHINE, HI SPEED	<u>Windsor</u>	<u>8</u>
f. FLOOR BUFF MACHINE, LO SPEED	<u>Rabbit</u>	<u>8</u>
g. CARPET STEAM CLEANER	<u>Tornado</u>	<u>7</u>
h. BROOMS, INDOOR/OUTDOOR	<u>Rubbermaid</u>	<u>20</u>
i. DUST PAN	<u>Rubbermaid</u>	<u>20</u>
j. MOP, WET	<u>Rubbermaid</u>	<u>30</u>
k. MOP, DUST, TREATED	<u>UNI</u>	<u>18</u>
l. BUCKET	<u>Rubbermaid</u>	<u>29</u>
m. WRINGER	<u>Rubbermaid</u>	<u>29</u>
n. WET FLOOR SIGNS	<u>Rubbermaid</u>	<u>50</u>
o. MOBILE TRASH CAN WITH CADDY	<u>Rubbermaid</u>	<u>20</u>
p. SPECIAL HIGH CLEANING EQUIP	<u>Rubbermaid</u>	<u>3</u>
q. DUSTERS, LAMBS WOOL OR EQUIV	<u>UNI</u>	<u>18</u>
r. COMMODE BRUSH	<u>Rubbermaid</u>	<u>18</u>
s. WINDOW CLEANING UTENSILS	<u>UNGER</u>	<u>3</u>

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

BIDDER NAME: L.T. Services, Inc.

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TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- (X) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

Section B., I. & a. pgs. 21-26, Section B. II., a. pgs. 29-45, Section A. b. pgs. 46-47, Section B. III. pgs. 51-52, Sec. C.III.a. pgs.

61-62, Section D., I., II., & III. pgs. 63-78, Section F. I., II. 81-84 Tables, Section G. I. & II. pgs. 87-95,

Section H., I. pgs. 97-98, Section I, I. pgs. 103-104, Section I, II. pgs. 106-107, Section I, III. pgs. 108-110,

Section I, IV. pgs. 109-110, Sec. I. VIII. pgs. 118-124, Appendices : 1, 2, 3, 5, 7, 8, 9, 10, 11, 14 (only QR Code Short Subject Video & Training Plan), 16, and 18.

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

Contains sensitive information such as company ID number and
certification number, detail of company's operations, sensitive customer
information, and employee information.

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: L.T. Services, Inc.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Michael Nguyen / CEO

2815 Hartland Rd, Suite 300

Falls Church, VA 22043

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE



PRINT NAME AND TITLE Michael Nguyen / CEO

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

NAME (PRINTED): Michael Nguyen TITLE: CEO

E-MAIL ADDRESS: Michael.n@ltservicesinc.com TEL. NO.: 703-698-8838

B
D
E
F

SUBMITTED BY: (LEGAL NAME OF ENTITY) L.T. Services, Inc.	
ADDRESS: 2815 Hartland Rd, Suite 300	
CITY/STATE/ZIP: Falls Church, VA 22043	
TELEPHONE NO: 703-698-8838	FACSIMILE NO.: 703-698-8909
TAX ID NUMBER (EIN/SSN): 54-1237597	VA. CONTRACTOR LICENSE #: N/A
THIS FIRM IS A: • INSERT NAME OF STATE <u>VA</u> <input checked="" type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? Yes	
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	02353746
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED	
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? No	
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/> <input checked="" type="checkbox"/> WOMAN OWNED: <input type="checkbox"/> <input type="checkbox"/> NEITHER: <input type="checkbox"/> <input type="checkbox"/>

Metropolitan Washington Council of Governments (COG)

Rider Clause

**PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO	JURISDICTION		
<u>X</u>	Alexandria, Virginia	<u> </u>	<u>X</u> Prince George's County, Maryland
<u>X</u>	Alexandria Public Schools	<u>X</u>	Prince George's Public Schools
<u>X</u>	Alexandria Sanitation Authority	<u> </u>	<u>X</u> Prince William County, Virginia
<u> </u>	Arlington County, Virginia	<u> </u>	<u>X</u> Prince William County Public Schools
<u>X</u>	Arlington County Public Schools	<u> </u>	<u>X</u> Prince William County Service Authority
<u>X</u>	Bladensburg, Maryland	<u> </u>	<u>X</u> Rockville, Maryland
<u>X</u>	Bowie, Maryland	<u>X</u>	Spotsylvania County Schools
<u>X</u>	Charles County Public Schools	<u>X</u>	Stafford County, Virginia
<u>X</u>	College Park, Maryland	<u>X</u>	Takoma Park, Maryland
<u> </u>	Culpeper County, Virginia	<u>X</u>	Upper Occoquan Sewage Authority
<u>X</u>	District of Columbia	<u>X</u>	Vienna, Virginia
<u>X</u>	District of Columbia Courts	<u>X</u>	Virginia Railway Express
<u>X</u>	District of Columbia Public Schools	<u>X</u>	Washington Metropolitan Area Transit Authority
<u>X</u>	District of Columbia Water & Sewer Auth.	<u>X</u>	Washington Suburban Sanitary Commission
<u>X</u>	Fairfax, Virginia	<u>X</u>	Winchester, Virginia
<u>X</u>	Fairfax County, Virginia	<u>X</u>	Winchester Public Schools
<u>X</u>	Fairfax County Water Authority		
<u>X</u>	Falls Church, Virginia		
<u>X</u>	Fauquier County Schools & Government, Virginia		
<u>X</u>	Frederick, Maryland		
<u>X</u>	Frederick County, Maryland		
<u>X</u>	Gaithersburg, Maryland		
<u>X</u>	Greenbelt, Maryland		
<u>X</u>	Herndon, Virginia		
<u>X</u>	Leesburg, Virginia		
<u>X</u>	Loudoun County, Virginia		
<u>X</u>	Loudoun County Public Schools		
<u>X</u>	Loudoun County Sanitation Authority		
<u>X</u>	Manassas, Virginia		
<u>X</u>	City of Manassas Public Schools		
<u>X</u>	Manassas Park, Virginia		
<u> </u>	Maryland-National Capital Park & Planning Comm.		
<u>X</u>	Metropolitan Washington Airports Authority		
<u>X</u>	Metropolitan Washington Council of Governments		
<u> </u>	Montgomery College		
<u> </u>	Montgomery County, Maryland		
<u> </u>	Montgomery County Public Schools		
<u>X</u>	OmniRide		

BIDDER'S LEGAL NAME:

L.T. Services, Inc.

DATE OF BID: 10/18/13

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 535-14LW

AMENDMENT NUMBER 2

ARLINGTON COUNTY INVITATION TO BID NO. 535-14LW (PROVISION OF CUSTODIAL SERVICES) IS AMENDED AS FOLLOWS:

- A. FOR ALL FACILITIES INCLUDED IN THIS CONTRACT, ALL SURFACES 96 INCHES IN HEIGHT OR HIGHER (HIGH DUSTING) FROM FLOOR SHALL BE DUSTED, USING COMMONLY PRACTICED METHODS WITHIN THE CLEANING SERVICE INDUSTRY. THIS SHALL BE DONE WEEKLY.

FOR ALL FACILITIES INCLUDED IN THIS CONTRACT, THE CONTRACTOR SHALL ALSO SPOT CLEAN INTERIOR WINDOWS 96 INCHES AND BELOW. THIS SHALL BE DONE WEEKLY.

- B. ANNUAL COST SHALL INCLUDE ALL TASKS LISTED IN THE SOLICITATION. NO ADDITIONAL PAYMENT WILL BE MADE UNDER THIS CONTRACT EXCEPT FOR ADDED SERVICES.
- C. ALL COSTS RELATED TO THE CONTRACT MANAGER SHALL BE SPREAD OVER THE ANNUAL COST OF ALL BUILDINGS EXCEPT THE EQUIPMENT BUREAU, ARTISPHERE, AND MOTOROLA BUILDING.
- D. THE PERFORMANCE BOND REQUIREMENT IS MODIFIED AS FOLLOWS:
THE SUCCESSFUL BIDDER WILL BE REQUESTED TO PROVIDE THE COUNTY WITH A PERFORMANCE BOND IN THE AMOUNT OF THE AVERAGE ANNUAL VALUE OF THE CONTRACT. THE COUNTY WILL ACCEPT BONDS ISSUED EITHER FOR THE ENTIRE CONTRACT TERM OR RENEWABLE EVERY YEAR.
- E. ATTACHED ARE THE NOTES FROM THE MANDATORY PRE-BID MEETING (EXHIBIT A) THAT WAS HELD AT 10:00 A.M. ON OCTOBER 15, 2013 AND THE MEETING SIGN-IN SHEET.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Delphine Lambert, CPPB
Buyer
dlambert@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF AMENDMENT NUMBER (2) IS ACKNOWLEDGED.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

EXHIBIT A
NOTES FROM PREBID CONFERENCE

ITB Number: 535-14LW

Title: CUSTODIAL SERVICES AT FOURTEEN (14) FACILITIES LOCATED IN SOUTH ARLINGTON COUNTY

Date/Time: October 15, 2013 at 10:00 am

Place of Meeting: Facilities listed in the solicitations

OVERVIEW OF THE SOLICITATION BY COUNTY STAFF

- Submission of bids to be fully detailed including all documents and information requested in the solicitation document.
- Bidders shall use the revised bid form attached to amendment No. 1.
- SCC registration requirement mandatory prior to submitting a bid. Refer to paragraph 19 "**AUTHORITY TO TRANSACT BUSINESS**".
- Questions to be solicited by email not by phone. Questions will be answered in an Amendment.
- The prebid meeting was for informational purposes only, and it did not cover the entire extent of the work to be performed under this Solicitation. Bids must be submitted for the work as described in the specifications for this ITB.
- The binding responses to questions posed during the prebid conference are responses included in this Amendment.

FOLLOWING THE DISCUSSIONS THE FLOOR WAS OPENED TO ATTENDEES TO ASK QUESTIONS:

1. "What is the current contract amount?"

Answer: Please refer to Arlington County contracts index at:
<http://egov.arlingtonva.us/purchasing/Contracts.asp>
The current contract is 528-12LW.

2. "What are the Performance Bond and Payment Bond Amounts requirements?"

Answer: Refer to page 1 of this amendment for performance bond requirements and Amendment No. 1 for payment bond requirements.

3. "Is this bid awarded for five years straight?"

Answer: Yes, this contract will be a five-year contract without renewals.

4. "Are the bid prices firm for the entire five years?"

Answer: Please refer to Amendment No. 1. Bidders shall indicate the prices for Year 1 to Year 5 on the Revised Bid Form. Prices can fluctuate from one year to another.

5. "Who is the incumbent vendor?"

Answer: Refer to question 1 above.

6. "Has the minimum hours portion of the solicitation changed from the previous solicitation? Are they the same as previous solicitation?"

Answer: Yes, they are the same. The previous solicitation listed the minimum hours per day. This solicitation lists the minimum hours per week.

7. "Does the current contract include Artisphere?"

Answer: Yes, the current contract includes the Artisphere. Refer to Question No. 1 for additional information.

8. "What is the difference between the Project Manager and the Contract Manager?"

Answer: The Project Officer refers to the County Project Officer, an employee of the County. The Contract Manager is an employee of the Contractor.

9. "With regards to the garage, will the tasks be limited to sweeping and trash pick up?"

Answer: Refer to pages 42 and 43 for details about related tasks.

10. "How much of the glass cleaning is required in the contract?"

Answer: Refer to page 1 of this Amendment.

ITB 535-14LW - CUSTODIAL SERVICES

PRE-BID CONFERENCE

TUESDAY, OCTOBER 15, 2013 - 10:00 AM

Name:	William B. Nguyen	Company:	Capital Building Services, Inc.
Email:	William - capital@hotmail.com	Phone:	703-241-8900
Name:	Carlos Fagueta	Company:	Capital Building Services, Inc.
Email:		Phone:	703-477-2367
Name:	Edwin Mijangco	Company:	Capital Building Services, Inc.
Email:	edwin-capital@hotmail.com	Phone:	371-550-1143
Name:	CHRISTOPHER CAO	Company:	L. T. SERVICES, INC
Email:	christopher.cao@ltservices.net.com	Phone:	703 675 - 3319
Name:	Matthew Lee	Company:	C.J. Maintenance, Inc
Email:	Mlee@sjmatt.com	Phone:	440-720-5157
Name:	Joseph Stambler	Company:	Associate Building Maintenance Co., Inc
Email:	info@abmcoinc.com	Phone:	410 741 1816
Name:	Kathy Bennett	Company:	ABM Janitorial
Email:	kathy.bennett@abm.com	Phone:	202-568-1536
Name:	Fernando Fernandez	Company:	ABM Janitorial
Email:	FERNANDEZ@abm.com	Phone:	571-221-9922
Name:	Nettia dsby	Company:	MOTIK Services
Email:	NETTIA@MOTIKSERVICES.COM	Phone:	202 371-9393
Name:	Larry Williamson	Company:	MOTIK Services
Email:	LWilliamson@motikservices.com	Phone:	202-371-9393

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 535-14LW

AMENDMENT NUMBER 1

ARLINGTON COUNTY INVITATION TO BID NO. 535-14LW (PROVISION OF CUSTODIAL SERVICES) IS AMENDED AS FOLLOWS:

1. THE BID OPENING DATE IS HEREBY CHANGED FROM OCTOBER 22, 2013 AT 2:00 P.M. TO OCTOBER 29, 2013 AT 2:30 P.M. CHANGE ALL REFERENCES TO THE TIME AND DATE FOR RECEIVING AND OPENING BIDS TO READ: OCTOBER 29, 2013 AT 2:30 P.M.
2. THE BID FORM IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE ATTACHED "REVISED BID FORM". THIS "REVISED BID FORM" SHALL BE SUBMITTED WITH THE BID. BIDS SUBMITTED WITHOUT THE "REVISED BID FORM" WILL BE REJECTED AS NON-RESPONSIVE.
3. PARAGRAPH 4, "CONTRACT AMOUNT" (PAGE 59) IS HEREBY DELETED IN ITS ENTIRETY.
NO PRICE INCREASE WILL BE ALLOWED DURING THE CONTRACT TERM. BIDDERS SHALL INCLUDE ON THE REVISED BID FORM THE PRICES FOR YEAR 1 THROUGH YEAR 5.
4. NO PAYMENT BOND WILL BE REQUESTED FROM THE SUCCESSFUL BIDDER.

IN LIEU OF REQUESTING A PERFORMANCE BOND IN THE AMOUNT OF 100% OF THE AMOUNT OF THE BID, THE COUNTY WILL REQUIRE A PERFORMANCE BOND IN THE AMOUNT OF \$500,000 FROM THE SUCCESSFUL BIDDER.

BID SURETY REQUIREMENT REMAINS THE SAME.

5. PARTIAL BIDS WILL BE SUBJECT TO REJECTION AS BEING NON-RESPONSIVE.
6. THE FOLLOWING ARE THE RESPONSES TO THE QUESTIONS RECEIVED:

Question 1: "Who is the current Contractor?"

Answer: Please refer to our contracts index. Click on the link below to review information about current contract No. 528-12LW.:
<http://eqov.arlingtonva.us/purchasing/Contracts.asp>

Question 2: "What is the current monthly price?"

Answer: Refer to answer to question No. 1

Question 3: "What is the total contract price?"

Answer: Refer to question No. 1.

Question 4: "For NOC II, is there a total work hour required? Does this building only clean once every 2 weeks?"

Answer: NOC is cleaned every 2 weeks. This building is cleaned by the 25-hour per week day porter.

Question 5: "Please provide the required cleaning/working hour (from what time to what time) of each day for building:

- a. WETA Building
- b. Motorola Building
- c. Shirlington Bus Station

- d. Shirlington Library
- e. Aurora Hill"

Answer:

The hours are as follows:

- a. 8:00 a.m.-noon 4 hours, 6:00 p.m.-10:00 p.m.
- b. 4:00 p.m.-6:00 p.m.
- c. 10:00 p.m.-2:00 a.m.
- d. 8:00 p.m.-10:00 p.m.
- e. 6:00 p.m.-7:30 p.m.

Question 6: "For Trade Center, please clarify that we only need to provide daily out litter pickup and day porter for the center for a minimum total of 25 hours/week?"

Answer: We are asking for a 25 hour day porter to provide day porter service at Shirlington Library, NOCII, and the Trades Center Garage, among other duties.

Question 7: "On page 42, under the section, "Hours of services for the Artisphere", please clarify why there are two time frames "6pm to 3am / 11pm to 3am" for Wednesday, Thursday, and Friday?"

Answer: We need two (2) people working in the Artisphere on those days. One (1) person from 6 p.m.-3 a.m. and one (1) person from 11 p.m. to 3 a.m.

Question 8: "On page 8 of the RFP, it says: "The County will not allow the Contractor to increase their contract rates due to an increase in the Living Wage rate." We need this statement to be clarified by the County. Does it mean the Contractor cannot ask for the contract price adjustment due to the yearly increase of the County Living Wage?"

Answer: The Living Wage does not change every year. Refer to the historic of the rate increase. If there was an increase, the Contractor won't be allowed to "pass-through" this cost.

Question 9: "On pages 42-48, please clarify the cleaning frequencies (daily, weekly, monthly, quarterly, semi-annually, or yearly) for the 6th, 8th, and 9th floors."

Answer: The frequencies for these floors are located on pages 48-53. The tasks listed are daily tasks.

Question 10: "For the Artisphere, do we clean any other floors in addition to the 6th, 8th, and 9th floors?"

Answer: These are the only floors we occupy.

Question 11: "There is no total square footage provided for the 14 buildings listed in the solicitation. Could you please provide us with the total square footage and the breakdown square footage for each building?"

Answer: The square footages are as follows:

- | | |
|---------------------|--------|
| 1. Equipment Bureau | 38,200 |
| 2. Solid Waste | 20,833 |

3. Water Sewer Streets	18,360
4. WETA	47,540
5. Motorola Bld.	5,940
6. Barcroft	30,000
7. Shirlington Bus Station	unknown
8. Shirlington Library	16,125
9. Artisphere	63,176
10. Aurora Hills Library	600
11. Parks Operations	34,479
12. Police Impound Lot	2,410

These square footages are estimates. They are the entire building envelope. Spaces cleaned in these buildings will be smaller (in some cases much smaller).

QUESTION 12: "The solicitation requires contractor to have bid surety of 5 % and performance bond & payment bond of 100%. The project is estimated to be \$700K per year X 5 years = \$3.5million (total bid price). Since this project has a contract term of 5 years (60 months straight) with no extension in between, all contractors who bid on this project will face the following issues:

- o There's NO bonding company out there will issue a \$3.5 million bond for 5 years (60 months). Due to the length of the project, bonding company doesn't have the capacity to bond a job for 5 years period. They can only give a bond based on annual contract term.
- o In addition, as Arlington County supports small businesses in all of its procurement process, with a 5 years bond required, many small businesses do not have a capacity to obtain this type of bond."

ANSWER: Please refer to paragraph no. 4 of above.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Delphine Lambert, CPPB
Buyer
dlambert@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF AMENDMENT NUMBER (1) IS ACKNOWLEDGED.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 535-14LW

R E V I S E D B I D F O R M
PAGE 1 OF 10

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:30 P.M., ON OCTOBER 29, 2013

FOR PROVIDING CUSTODIAL SERVICES IN SOUTH ARLINGTON PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

I. QUESTIONNAIRE

1. Bidders shall provide information as listed under the "Best Value Bid Submission Requirements" paragraph page 8. BIDS SUBMITTED WITHOUT THIS INFORMATION WILL BE REJECTED AS NON-RESPONSIVE.

II. PRICING

LOCATIONS	FIRST YEAR ANNUAL COST	SECOND YEAR ANNUAL COST	THIRD YEAR ANNUAL COST	FOURTH YEAR ANNUAL COST	FIFTH YEAR ANNUAL COST
1. Equipment Bureau/Car Wash	\$	\$	\$	\$	\$
2. Solid Waste/Bureau	\$	\$	\$	\$	\$
3. Water/Sewer/Streets Admin./Water Control	\$	\$	\$	\$	\$
4. WETA Building	\$	\$	\$	\$	\$
5. Motorola Building	\$	\$	\$	\$	\$
6. Barcroft Sports and Fitness	\$	\$	\$	\$	\$
7. Shirlington Bus Station	\$	\$	\$	\$	\$
8. Shirlington Library	\$	\$	\$	\$	\$
9. Trades Center Day Porter (Parking garage and NOC)	\$	\$	\$	\$	\$
10. Artisphere	\$	\$	\$	\$	\$
11. Aurora Hills (Saturday evening only)	\$	\$	\$	\$	\$
12. Parks Operations Building	\$	\$	\$	\$	\$
13. Police Impound Lot	\$	\$	\$	\$	\$
TOTAL BID AMOUNT PER YEAR (LOCATIONS 1 THROUGH 13)	\$	\$	\$	\$	\$
GRAND TOTAL (YEAR 1 THROUGH YEAR 5)					
					\$

Custodian hourly rate for added services: \$ ___/hour

Refer to paragraph 23 page 7 for additional information about the Living Wage policy.

BIDDER NAME: _____

2. SUPPLY LIST:

Bidders are advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified under the contract will rest with the Contractor. All chemicals and paper products shall meet green seal requirements as outlined this solicitation. COMPLETE THE LIST BELOW:

<u>ITEM</u>	<u>BRAND</u>
a. PLASTIC TRASH CAN LINERS	_____
b. PAPER TOWELS (RECYCLED)	_____
c. TWO-PLY TOILET PAPER (RECYCLED)	_____
d. HAND SOAP	_____
e. TOILET SEAT COVERS	_____
f. CLEANER, GLASS/WINDOW	_____
g. CLEANER, BATHROOM	_____
h. CLEANER, BOWL	_____
i. CLEANER, MULTI-PURPOSE	_____
j. FLOOR CARE, STRIPPER	_____
k. FLOOR CARE, FINISH	_____
l. FLOOR CARE, SEALER	_____
m. FLOOR CARE, POLISH	_____
n. METAL POLISH	_____
o. FURNITURE CARE, POLISH (VINYL)	_____
p. FURNITURE CARE, POLISH (WOOD)	_____
q. CARPET SPOT/STAIN REMOVER	_____
r. STEAM & CARPET CLEANER	_____
s. DISINFECTANT	_____
t. TILE CLEANER	_____
u. GUM REMOVER	_____
v. DUST MOP TREATMENT	_____
w. WOOD CLEANER	_____
x. PORCELAIN CLEANER	_____

- y. STAINLESS STEEL CLEANER _____
- z. BRASS POLISH _____

3. EQUIPMENT LIST

The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified in this solicitation will rest with the contractor:

ITEM	MANUFACTURER	QUANTITY
a. VACUUMS, COMMERCIAL GRADE, 1.5 HP MINIMUM	_____	_____
b. WET/DRY VACUUM	_____	_____
c. BACKPACK VACUUM	_____	_____
d. FLOOR SCRUB MACHINE	_____	_____
e. FLOOR BUFF MACHINE, HI SPEED	_____	_____
f. FLOOR BUFF MACHINE, LO SPEED	_____	_____
g. CARPET STEAM CLEANER	_____	_____
h. BROOMS, INDOOR/OUTDOOR	_____	_____
i. DUST PAN	_____	_____
j. MOP, WET	_____	_____
k. MOP, DUST, TREATED	_____	_____
l. BUCKET	_____	_____
m. WRINGER	_____	_____
n. WET FLOOR SIGNS	_____	_____
o. MOBILE TRASH CAN WITH CADDY	_____	_____
p. SPECIAL HIGH CLEANING EQUIP	_____	_____
q. DUSTERS, LAMBS WOOL OR EQUIV	_____	_____
r. COMMODE BRUSH	_____	_____
s. WINDOW CLEANING UTENSILS	_____	_____

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

BIDDER NAME: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

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

SUBMITTED BY: (LEGAL NAME OF ENTITY)			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO:		FACSIMILE NO.:	
TAX ID NUMBER (EIN/SSN):		VA. CONTRACTOR LICENSE #:	
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:			
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER:

Metropolitan Washington Council of Governments (COG)

Rider Clause

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES/NO</u>	<u>JURISDICTION</u>		
___	Alexandria, Virginia	___	Prince George's County, Maryland
___	Alexandria Public Schools	___	Prince George's Public Schools
___	Alexandria Sanitation Authority	___	Prince William County, Virginia
___	Arlington County, Virginia	___	Prince William County Public Schools
___	Arlington County Public Schools	___	Prince William County Service Authority
___	Bladensburg, Maryland	___	Rockville, Maryland
___	Bowie, Maryland	___	Spotsylvania County Schools
___	Charles County Public Schools	___	Stafford County, Virginia
___	College Park, Maryland	___	Takoma Park, Maryland
___	Culpeper County, Virginia	___	Upper Occoquan Sewage Authority
___	District of Columbia	___	Vienna, Virginia
___	District of Columbia Courts	___	Virginia Railway Express
___	District of Columbia Public Schools	___	Washington Metropolitan Area Transit Authority
___	District of Columbia Water & Sewer Auth.	___	Washington Suburban Sanitary Commission
___	Fairfax, Virginia	___	Winchester, Virginia
___	Fairfax County, Virginia	___	Winchester Public Schools
___	Fairfax County Water Authority		
___	Falls Church, Virginia		
___	Fauquier County Schools & Government, Virginia		
___	Frederick, Maryland		
___	Frederick County, Maryland		
___	Gaithersburg, Maryland		
___	Greenbelt, Maryland		
___	Herndon, Virginia		
___	Leesburg, Virginia		
___	Loudoun County, Virginia		
___	Loudoun County Public Schools		
___	Loudoun County Sanitation Authority		
___	Manassas, Virginia		
___	City of Manassas Public Schools		
___	Manassas Park, Virginia		
___	Maryland-National Capital Park & Planning Comm.		
___	Metropolitan Washington Airports Authority		
___	Metropolitan Washington Council of Governments		
___	Montgomery College		
___	Montgomery County, Maryland		
___	Montgomery County Public Schools		
___	OmniRide		

BIDDER'S LEGAL NAME:

DATE OF BID: _____

EXHIBIT 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
SHALL NOT BE LOWER THAN

\$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$13.13 POR HORA

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

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:

**2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201**

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

INVITATION TO BID NO. 535-14LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, **UNTIL 2:00 P.M. ON THE 22ND DAY OF OCTOBER, 2013 FOR:**

CUSTODIAL SERVICES AT FOURTEEN (14) FACILITIES LOCATED IN SOUTH ARLINGTON COUNTY FOR A FIVE-YEAR (5) PERIOD

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

BID SURETY IN THE AMOUNT OF NOT LESS THAN 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.

A pre-bid conference will be held at 10:00 A.M. ON OCTOBER 15, 2013 at 2700 South Taylor Street, Arlington, VA 22206, 2nd floor conference room. The pre-bid conference meeting will be followed by a Mandatory Site Visit of the facilities listed in this solicitation. The Visit will start at **10:30 a.m.** The Meeting Point to begin the Site Visit will be at the conference room listed above. **BECAUSE ARLINGTON COUNTY CONSIDERS IT CRITICAL THAT ALL BIDDERS OBTAIN A CLEAR UNDERSTANDING OF THE BID REQUIREMENTS, ATTENDANCE AT THE SITE VISIT IS MANDATORY AND A PREREQUISITE FOR SUBMITTING A BID.** Bids will be accepted only from those bidders who are represented at the Site Visit.

Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an amendment. Bidders arriving after the start of the Site Visit will be denied admittance.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia

Delphine Lambert, CPPB
Buyer
dlambert@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted via e-mail to DELPHINE LAMBERT in the Office of the Purchasing Agent, at DLAMBERT@ARLINGTONVA.US. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 535-14LW Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation To Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in

its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

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

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

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

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed

nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

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

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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 notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. PARKING

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

21. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

22. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

23. LIVING WAGE CONTRACT

If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County's website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply

with this provision. (Refer to Section 51 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

The Arlington County Living Wage rate is subject to adjustment during the contract term at the beginning of each fiscal year. The County will not allow the Contractor to increase their contract rates due to an increase in the Living Wage rate.

For your reference, the following is a history of the Living Wage rate since the adoption of the policy:

July 1, 2012: \$13.13
July 1, 2010: \$12.75
July 1, 2006: \$11.80
July 1, 2005: \$11.20
July 1, 2003: \$10.98

24. BEST VALUE APPROACH

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

- a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the services required;
- b. Whether the bidder provides goods or services that are the best value for the County;
- c. The quality of work and of performance under previous contracts or services;
- d. Whether the bidder has a clear and well-organized staffing plan that demonstrates understanding of the scope of the service and bidder's ability to provide services;
- e. Whether the bidder has a good, well-documented quality control and assurance program;
- f. Whether the bidder has a comprehensive employee safety and training program;
- g. Whether the bidder has suitable equipment, supplies, and chemicals;
- h. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.

25. BEST VALUE BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

Section A - Fully completed and executed Bid Form

Section B - Experience

1. Bidders shall provide a brief history of the company, length of existence, types of services provided, experience with local governments and similar projects.
2. Bidders shall submit evidence of experience for both the firm and its staff as required below. Such information shall clearly identify the experience and qualifications in performing custodial services. All information provided shall include a description of the project(s), the name and telephone number of a contact person who can verify the information provided.
3. Bidders shall provide financial statements or other evidence of financial stability.
4. Bidders shall provide seven (7) references of current contracts of similar size located within a one hundred (100) mile radius of Arlington County, VA.

Section C - Line Staff and Staffing Requirements

Bidders shall submit its proposed staffing plan for this contract. The staffing plan shall demonstrate that bidders understand the scope of service outlined in this solicitation. The staffing plan shall include an hourly break down by specialty in each facility. The staffing plan shall also include the following minimum hours per facility:

Minimum staffing Levels per building (Weekly hours):

(All buildings shall be serviced Monday-Friday unless specified below).

Contract Manager	40 hrs
Equipment Bureau/Car Wash	42.5 hrs
Solid Waste	40 hrs
Water Sewer Streets/ Water control	80 hrs
WETA	80 hrs
Motorola	10 hrs
Barcroft Sports Center	132 hrs Monday-Sunday
Shirlington Bus Station	10 hrs
Shirlington Library	84 hrs Monday-Sunday
Trades Center Day Porter	25 hrs
Artisphere	56 hrs Tuesday-Sunday
Aurora Hills	2 hrs Saturday evenings
Parks Operations Building	60 hrs
Police Impound Lot	10 hrs

Section D - Quality Control Program ("QCP"):

Bidders shall submit information regarding its QCP which includes at a minimum use of inspection forms and customer feedback as follows:

1. Bidders shall provide blank inspection forms that will be used for this contract.

Bidders shall also provide all forms that were submitted to one of their current clients in July or August (use one of the references provided under B.3). This shall include but is not limited to inspection forms that were submitted to the project manager as well as any internal inspections performed by your company.

2. Bidders shall describe how, or in what form, customer feedback is solicited.

Section E - Payroll Records

Bidders shall provide a list of the employees intended to be assigned to work on County property under the contract anticipated by this solicitation, including their names, titles, and current hourly wage rates. If any of these employees' current hourly wage rate is less than \$13.13, bidders must include an acknowledgement of the bidder's intent to comply with Service Contract Wage requirements in this solicitation.

Bidders shall also submit a copy of its payroll documentation as proof that they are capable of complying with the Living Wage document requirements outlined in this solicitation.

Section F - Green Chemicals/Equipment

Bidders shall submit a detailed list of green chemicals and equipment on the Bid Form they will use under this contract using additional pages if necessary.

Section G - Safety and training program

Bidders shall provide documentation of the types of safety training programs they offer to their line staff employees including but not limited to blood-borne pathogens, equipment safety training, chemical safety training, and OSHA training.

Proof of employee attendance, types of trainings, and who conducted the trainings shall be submitted.

Section H- Best Value

A description of how the services that would be provided by the bidder's firm under the contract anticipated by this solicitation would provide the County better value compared to other bidders.

ONCE THE COUNTY HAS EVALUATED BIDS BASED ON THE ABOVE CRITERIA, A SITE VISIT OF THE REGIONAL OFFICE OF THE HIGHEST RATED COMPANY MAY BE CONDUCTED. THE COMPANY SHALL SATISFY THE COUNTY BEYOND A REASONABLE DOUBT THAT IT HAS THE EQUIPMENT, SUPPLIES AND STAFF NECESSARY TO PERFORM THE WORK COVERED BY THE CONTRACT.

26. BEST VALUE AWARD PROCESS

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

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will

then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

27. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

28. CONDITIONS OF THE RIDER CLAUSE

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation,

clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

29. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

30. SURETY REQUIRED

A. Bid Surety: A fully completed and properly executed original Bid Bond, cashier's check, certified check, money order, or cash escrow in the amount of 5% of the amount of the bid made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

B. Failure to Execute: The failure to accept an award and file acceptable Performance and Payment Bonds within fifteen (15) days after notice of award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the County as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

C. Performance Surety: A fully completed and properly executed original Performance Bond in the amount of 100% of the amount of the bid will be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount through completion of the Contract, including expiration of all warranty and guarantee periods.

D. Payment Bond: A fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the bid, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract, shall be required of the successful bidder. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

E. Alternate Surety: If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan

association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

II. SCOPE OF SERVICES

I. BACKGROUND

The intent of this Invitation to Bid is to establish a Contract with one firm to provide custodial services in South Arlington County for a five-year (5) period.

Services under this contract will be provided at the following locations:

1. Equipment Bureau/ Car Wash 2701 South Taylor Street
2. Solid Waste/Bureau 4300 South Taylor Street
3. Water/Sewer/Streets Administration/ Water Control 4300 S.29th Street
4. WETA Building 3700 South Nelson Street
5. Motorola Building 2701 South Nelson Street
6. Barcroft Sports and Fitness Center 4200 South Four Mile Run Drive
7. Shirlington Bus Station 2975 South Quincy Street
8. Shirlington Library 2700 South Arlington Mill Drive
9. NOC II 2750 S. Taylor St (Every 2 weeks)
10. Trades Center Parking Garage (Litter pickup only) 2881 South Taylor Street
11. Artisphere 1101 Wilson Blvd
12. Police Impound Lot 4250 29th Street S.
13. Aurora Hills 735 18th Street (Saturday evening only)
14. Park Operations Building 2700 S. Taylor Street

"Trades Center Complex" includes buildings 1,2,3,9,10,12,14.

II. QUALIFICATION MANDATORY REQUIREMENTS

- Bidders shall have a minimum of three (3) years experience in providing contracted janitorial services in Federal, State or Local government facilities
- The Contractor shall not use subcontractors.
- The Project Manager ("PM") shall be a current employee of the bidder. The PM shall have a minimum of two (2) years experience supervising similar size accounts.
- Proposed line staff shall be qualified employees, skilled in the performance of their duties, and with a minimum of six (6) month's experience performing those duties.

BIDS THAT DOES NOT MEET THESE REQUIREMENTS WILL BE SUBJECT TO REJECTION.

III. STAFF LEVEL REQUIREMENT

Minimum staffing Levels per building (Weekly hours):

(All buildings shall be serviced Monday-Friday unless specified below).

Contract Manager	40 hrs
Equipment Bureau/Car Wash	42.5 hrs
Solid Waste	40 hrs
Water Sewer Streets/ Water control	80 hrs
WETA	80 hrs
Motorola	10 hrs
Barcroft Sports Center	132 hrs Monday-Sunday
Shirlington Bus Station	10 hrs
Shirlington Library	84 hrs Monday-Sunday

Trades Center Day Porter	25 hrs
Artisphere	56 hrs Tuesday-Sunday
Aurora Hills	2 hrs Saturday evenings
Parks Operations Building	60 hrs
Police Impound Lot	10 hrs

IV. GENERAL REQUIREMENTS

A. The Contractor shall furnish all labor, supervision, equipment, materials, and supplies necessary to perform custodial services except all restroom dispensers, light bulbs and fluorescent tubes. 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.

B. The Contractor shall clean the Trades Center complex (buildings: 1,2,3,9,10,12,14) 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:

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

The County may also designate other County-observed holidays.

C. A copy of the complete specifications, including the Technical Specifications and Performance Standards, shall be kept in the contractor's office area.

The Contractor shall ensure that all its employees understand these specifications. If the employee is unable to read English but is literate in another language, the Contractor shall provide translations in the appropriate language. A copy of any translations shall be provided by the contractor to the County's Project Officer.

D. The Contractor shall remove all recycling materials from the inside of the buildings to one (1) designated location outside the buildings. The designated location and schedule for frequency of pickups will be provided by the County.

E. Trades Center day porter responsibilities will be outlined upon award of the contract.

F. All costs related to the Project Manager work shall be included in the price bid.

V. CONTRACTOR'S EMPLOYEES - GENERAL

- A. The Contractor shall provide the County a full list of employees designated to perform services under this contract with their full name and social security number within ten (10) days of award of the contract. This list shall be updated monthly.
The Contractor agrees to immediately remove any employee the County determines to be unacceptable. The name of any new employee shall be provided to the County Project Officer no more than five (5) days following employee's hire.
- B. 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.
- C. The County will provide to the contract cleaning staff County ID's. These ID's must be worn at all times when staff are in County facilities. When Contractor employees leave employment of the contractor the ID shall be returned to the County within one (1) business day and before a new ID is issued to the new employee. If an access card is lost, the Contractor will be responsible for paying a \$25 fee to replace the access card.
- D. The Contractor shall require its employees to follow all security procedures required by the County.
- E. The Contractor shall notify the County's Project Officer either by phone or in writing when a temporary change in a management or supervisory employee occurs and provide the name of the replacement employee.
- F. The Contractor shall notify the County's Project Officer in writing within fifteen (15) days before a permanent change in management or supervisor occurs and provide the name of their replacement for County approval.

VI. CONTRACTOR'S EMPLOYEES - PROJECT MANAGER

- A. The Project Manager (PM) shall 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 cards, and an overall summary of week's activities.
- B. The PM shall be able to communicate in and understand English (both verbal and written). The PM must be able to respond to the needs communicated by the County's Project Officer.

- C. The PM shall be responsible for all keys assigned, and for the security of the building (where alarms are required to be set). If the PM or any of the Contractor's employees lose any keys, the Contractor shall be liable for the total cost of re-keying the entire building.
- D. The PM shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
1. Contractor's employees who are under the influence of alcohol or drugs shall not be permitted in the facility.
 2. No loud or boisterous conduct.
 3. Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets at any time.
 4. Contractor's employees shall not use or tamper with office machines, equipment or County employee property at any time.
 5. Contractor's employees shall not use the County's business telephones at any time.
 6. Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.
 7. 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.
 8. The PM shall conduct weekly inspections of the facilities to ensure compliance with the contract.
 9. The contractor shall provide to the PM a smart phone capable of sending and receiving e-mails.

The County's Quality Assurance 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.

VII. CONTRACTOR'S EMPLOYEES - CUSTODIANS

The Contractor shall employ a sufficient number of 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.

A. The Contractor shall provide appropriate custodial staff to perform specified duties. Custodians shall be instructed by the PM regarding the schedule of cleaning within their assigned area(s).

B. Training: The Contractor shall be responsible for all specialty and routine training of its employees. Written documentation certifying such training shall be provided to the County's Project Officer upon request. The Contractor shall train its employees on Right-to-Know laws, blood-borne pathogens and any other training necessary to meet OSHA and Federal Regulations.

C. The County reserves the right to require the removal of any employee of the Contractor from the building at any time that in the determination of the County Project Officer is incompetent, careless, insubordinate or otherwise objectionable, or whose with the County or the general public. The PM shall remove the employee from the premises at the direction of the County.

VIII. EQUIPMENT

Space will be provided by the County for all equipment supplied by the Contractor which remains on the job site during the term of the contract.

A. Contractor shall furnish equipment, be responsible for the inventory and keep all equipment clean to accomplish the work.

B. Equipment will meet Green Seal Standards (HEPA vacuums).

C. Equipment shall be equipped with all necessary protective padding to prevent damage to building finishes and tenant property.

D. Equipment shall comply with all safety requirements and function properly at all times. Equipment shall be maintained per manufacturer recommendations and meet all OSHA requirements.

E. Contractor shall ensure its employees are provided the necessary safety protection required to do their jobs safely. This includes eye wash stations, blood bourn pathogen kits, and basic first aid kits.

IX. SUPPLIES

Supplies shall be made available to the County's Project Officer for inspection and approval. A custodial closet will be provided for the storage of all supplies (chemicals, solvents, paper goods, etc.) furnished by the Contractor. All supplies shall be appropriate for the jobs and be of no harm to finishes. The Contractor shall furnish all supplies necessary as required below, including but not limited to:

A. 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. Paper products shall be approved by the County and provided by the Contractor.

B. Cleaning Supplies

i. Cleaning supplies shall be Green Seal Standard (GS-37) approved or California Code of Regulation low VOC. Some chemicals may be waived of this requirement by the County Project Officer. The County shall approve use and storage of all cleaning products in the facility prior to use.

ii. Chemical dilution stations are required in each facility (except for the NOCII and Trades Center Garage).

iii. Mixing of all cleaning chemical concentrates and water shall be completed in a designated area approved by the County Project Officer.

C. Material Safety Data Sheets (MSDS) for all chemicals and solvents used by the Contractor shall be provided to the County's Project Officer for approval. A copy of the MSDS sheets shall be on site and updated at all times. Sufficient supplies shall be maintained on the job site at all times and made available to the Contractor's employees for use in performance of the required services.

D. Labeling of Supplies/Chemicals

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

E. Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery floors shall be corrected immediately upon discovery.

Arlington's Green Cleaning Program

The intent of this Green Cleaning Program is to reduce the exposure of building occupants to potentially hazardous chemical, biological, and particulate contaminants, which can adversely affect air quality, human health, the building and the environment.

This program relates to the purchase of cleaning products and janitorial supplies, the use of cleaning equipment, storage and handling of chemicals, and training. Proper use of cleaning equipment and products can reduce costs and extend the life of cleaning equipment, and supports responsible use of taxpayer dollars. Arlington County will monitor feedback from building users to ensure a successful program and will regularly evaluate the program and make changes as needed.

Procedure Guidelines for Green Cleaning

- Encourage hand washing & hand sanitizing
- Maintain hand sanitizer stations (County provides product)
- Train staff in the safe handling & storage of cleaning materials
- Use products as directed, including the recommended amounts
- All cleaning products will be accurately labeled
- Triple rinse and recycle all certified green cleaning product packaging that is recyclable. Dispose of *containers* of hazardous materials in the trash or as directed
- Dispose of used chemical solutions in the sink of a janitorial closet and prevent chemical solutions from entering storm water drains
- Provide for ongoing training and education on a regular basis so that employees maintain correct procedures

Cleaning Product Purchasing Guidelines

- Use concentrated cleaning products when available
- Use chemicals that can be diluted using cold water
- Use products that are minimally packaged and packaged with recycled materials

- Purchase other cleaning supplies (i.e. mop buckets, toilets brushes, etc...) that contain recycled content.

- Maintain an organized cleaning supply closet so valuable supplies are not damaged or lost and to protect employees from spills and chemical contamination.

- Sustainable cleaning products must meet *at least one* of the following requirements when applicable:
 - o Green Seal Standard GS-37, for general-purpose, bathroom, glass, and carpet cleaners used for industrial and institutional purposes
 - o Environmental Choice CCD-110, for cleaning and degreasing compounds
 - o Environmental Choice CCD-146, for hard surface cleaners
 - o Environmental Choice CCD-148, for carpet and upholstery care
 - o Green Seal GS-40, for industrial and institutional floor care products
 - o Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - o Environmental Choice CCD-115, for odor control additives
 - o Environmental Choice CCD-147, for hard floor care
 - o California Code of Regulations maximum allowable VOC levels for the specific product category
 - o Green Seal GS-41, for industrial and institutional hand cleaners

- o Environmental Choice CCD-104, for hand cleaners and hand soaps
- o Disposable janitorial paper products and trash bags must meet the minimum requirements of *at least one* of the following:
- o U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (see table below).

Product	Post-consumer	Post-industrial
Bathroom Tissue	20-60	20-100
Paper Towels	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipers	40	40-100

F. Germicidal Properties: The Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) Registration Number.

X. SPECIAL REQUIREMENTS

A. Inclement Weather

The Contractor shall provide custodial services in inclement weather. In the event the County closes any facility due to inclement weather the Contractor shall be relieved of its responsibility for cleaning during the closure. However, the Contractor shall provide services the next day that the facilities are open, and if the closing occurs on a Friday or a day preceding a holiday, the Contractor shall provide services over the weekend or holiday at no additional cost to the County.

B. Special or Emergency Cleaning

When the PM is directed by the County's Project Officer to clean an area for a special occasion or an emergency situation, the Contractor shall furnish all labor and supervision as required to fulfill the order. The number of persons on the special/emergency cleaning crew shall be approved in advance by the County's Project Officer. The Contractor will be paid for special or emergency cleaning services based on the hourly rates for additional services submitted on the Bid Form.

C. Contractor's Plan of Operation

After the contract is awarded, the Contractor shall submit to 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, address, and telephone number of assigned Contract Project manager;
3. Schedule of cleaning functions including dates for other than nightly functions that will be performed during the

period of the contract;

4. Example of inspection forms and procedures on how inspections will be conducted;
5. Material Safety Data Sheets for all applicable supplies (chemicals, solvents, etc.) to be furnished by the Contractor prior to use; and
6. A detailed periodic work plan.

D. Contractor Quality Control Program

1. 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 (refer to sections IX and X). 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.

2. Failure by the Contractor to implement the approved corrective plan and pursue it diligently from the commencement of the Contract may be considered grounds for termination of the contract. Services to be rendered under this Contract are subject to County inspection, both during and after completion of the tasks. The County's inspection and evaluation process is NOT a substitute for Quality Control by the Contractor.

XI. METHOD OF PAYMENT AND CONSEQUENCE OF FAILURE TO PERFORM SERVICES

Payment shall be monthly in arrears, each month's payment being 1/12th of the annual rate bid subject to any adjustments allowed by this specification. The County reserves the right to reduce the monthly payment for unsatisfactory performance in accordance with rates set out in the Schedule of Prices for Building Cleaning Deductions (See Attachment #2).

The County's Project Officer or designee may inspect at any time for compliance with the terms and conditions of the Contract. The Contractor will receive written notice of deficiencies by copy of the inspection reports, or validated complaint letters:

- A. Prior to charging damages/deductions;
- B. When the Contractor's performance is unsatisfactory or deductions are to be charged, a Janitorial Contract Discrepancy Report (Attachment #1) will be issued by the County's Project Officer. The Contractor shall legibly reply in writing within 24 hours explaining:
 - 1. The reasons for the unsatisfactory performance;
 - 2. The corrective action(s) to be taken;
 - 3. Procedures to be implemented to prevent recurrence.
- C. The County will provide a time clock and time cards for the purpose of tracking hours worked by the contractor. These documents will be reviewed by the Project Officer to ensure the contractor is providing at least the minimum number of hours required by this contract. If the hours do not meet the minimum number without a reasonable explanation (sick days of two (2) or fewer per week) then the County will deduct from that months invoice the hours short x \$13.13. If the County finds that the time cards have been punched without the staff having worked the hours a \$250 deduction shall be taken from the Contractor for each incident.
- D. During the first three (3) months of the Contract, the PM will meet once per week on-site with the County Project Officer and informally on a daily basis with the County's Project Officer and other designated County staff as necessary 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.
- E. After the first three (3) months of the Contract, the PM shall meet twice a month (formally) and daily (informally) with the County's Project Officer and other designated County officials for the purpose of discussing performance as requested by either party.
- F. The County reserves the right to terminate the contract for cause if service is deemed unacceptable or not in accordance with the specifications. The County shall be the sole judge of nonperformance under the contract.

XII. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS

PART I - TECHNICAL SPECIFICATIONS

A. Paper and Trash Collection

All trash and paper shall be removed and deposited at the dumpster sites.

1) Receptacle Emptying and Cleaning

All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners.

2) Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster. Any questionable item shall be verified as intended for disposal before it can be disposed.

3) Receptacle Cleaning and Disinfecting

According to schedule, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust.

PART II - PERFORMANCE STANDARDS

A. Paper and Trash Collection

1) Receptacle Emptying and Cleaning

Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned.

2) Miscellaneous Trash and Paper Collection

Trash and paper left in hallways, corridors, etc. or placed beside receptacles shall be collected and removed according to specific instructions made by the County of the Contractor.

3) Receptacle Cleaning and Disinfecting

Receptacles shall be free from dirt, food, or beverage soils and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished to assure adequacy of supplies and hygienic condition of restrooms.

1) Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not allow accumulations of dirt, urine and other soils.

2) Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule.

3) Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, metal door pushes, metal light switches. Abrasive cleaners shall not be used.

1) Fixture Cleaning and Disinfecting

Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

2) Stall Partition Cleaning

Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which can not be removed by normal cleaning procedures shall be reported immediately to the County Project Officer. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions, and free from dust on top edges.

3) Mirror and Chrome Cleaning

Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4) Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.

5) Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the County Project Officer.

6) Ceramic Tile Floor/Wall Cleaning

Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of the area.

7) Restroom Servicing

Restrooms shall be serviced according to schedule and as frequently as necessary to assure sufficiency of supplies and hygienic condition.

Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing.

4) Tile De-scaling

Tile floors and walls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

5) Grout Cleaning

Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6) Ceramic Tile Floor/Wall Cleaning

Ceramic Tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

7) Restroom Servicing

Hand towels, soap, toilet tissues, toilet seat covers and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning and servicing.

C. Floor Maintenance

1) Sweeping/Dust Mopping

Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors.

2) Removing Gum/Tar Etc.

Surface accumulations of chewing gum, tar, hardened dirt and other soil that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish.

3) Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.

4) Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be

C. Floor Maintenance

1) Sweeping/Dust Mopping

Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places inaccessible to the broom or dust mop.

2) Removing Gum/Tar Etc.

All gum, tar, and other soils shall be removed as soon as they are discovered.

3) Spot Mopping

Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4) Mopping

Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

placed under or around furniture legs to prevent rust stains.

5) Spray Buffing

This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to repair and refurnish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine, replace all furniture.

6) Stripping and Refinishing

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, discolorations, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and some coats of slip-resisting floor finish. Floors must be clean and free from scuff marks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED WITHIN THE BUILDING.

5) Spray Buffing

Floors shall have a uniform high shine and be free of streaks, scuff marks, and other unsightly appearance.

6) Stripping and Refinishing

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discolorations, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups of finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

D. Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule.

1) Vacuuming

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved and replaced.

2) Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.

3) Shampooing

This procedure shall be employed according to

D. Carpet Care

Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

1) Vacuuming

Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free from lint, debris strings, loose carpet stands and the pile shall stand erect.

2) Spot Cleaning

Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water marks, etc. Indelible stains which cannot be removed by spotting and shampooing procedures shall be reported. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

3) Shampooing

Carpets which have been shampooed shall present a uniformly clean

schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This complete carpet cleaning and involved the use of one of several proven carpet cleaning techniques (rotary brush extraction, dry extraction, steam extraction, etc.) to thoroughly clean carpet. The choice of which technique to use is the prerogative of the Contractor. Care must be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of ladder (below 72") that comprise the furnishings and structures of the facility including but not limited to office furniture (desks, chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.

1) Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis.

2) Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" of

appearance with no evidence of surface soils or spotting, the pile shall stand erect and the color shall be bright.

E. Horizontal Surface Cleaning

1) Spot Cleaning

Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

2) Dusting

Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil

the cleaned areas.
Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum.

3) Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 72") that comprise the furnishings and structure of the facility and shall include but not be limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

1) Spot Cleaning

Procedure same as in E, 1).

streaks left on the surface.

3) Damp Wiping

Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning

1) Spot Cleaning

Same standards as in E, 1).

2) Dusting
Procedure same as in E, 2).

3) Damp Wiping
Procedure same as in E, 3).

4) Wall Scrubbing
This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls.

5) Baseboard Cleaning
Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary.

G. Drinking Fountain Cleaning and Disinfecting
Drinking fountains shall be cleaned according to schedule. all surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum and food wrappers, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action.

H. High Dusting/Cleaning
High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of ladder (above 72") which comprise the structure and furnishing of the facility and shall include but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead

2) Dusting
Same standards as in E, 2).

3) Damp Wiping
Same standards as in E, 3).

4) Wall Scrubbing
Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc. and shall present a uniformly clean appearance.

5) Baseboard Cleaning
Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.

G. Drinking Fountain Cleaning and Disinfecting
Drinking fountains shall be free from trash and debris (gum and food wrappers, etc.) dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.

H. High Dusting/Cleaning
High surfaces and objects shall be free from dirt, lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

signs, sills, ledges, etc.

1) Cleaning vents, Grills, Etc.

Ventilation louvers, grills, panels, etc shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents.

2) Cleaning Light Filter

Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced according to schedule using appropriate cleaning agents care shall be taken to prevent cracking or breaking these somewhat delicate structures.

I. Cleaning Venetian Blinds

Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned according to schedule by any of the industry accepted methods, dusting, damp wiping, vacuuming, hand washing or washing by use of an ultrasonic cleaning machine.

J. Elevator/Stairway Cleaning

Elevators and stairways shall be cleaned according to schedule.

1) Riser and Threshold Cleaning

Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas.

1) Cleaning Vents, Grills, Etc.

Cleaned vents, grills, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

2) Cleaning Light Filters

Same standards as in paragraph H, 1).

I. Cleaning Venetian Blinds

Cleaned Venetian blinds especially the slats and tapes that support them shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

J. Elevator/Stairway Cleaning

Cleaned elevator and stairway shall present a uniformly clean appearance.

1) Riser and Threshold Cleaning

All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and in inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.

2) Hand Rail Cleaning

Hand rails of elevators and stairways shall be cleaned according to the schedule by dusting and/or damp wiping with appropriate cleaning agents.

3) Elevator Cab Cleaning

All surfaces within the cab, ceilings, walls, tracks, and doors at each landing. Bright metal, vertical surfaces, and floors shall all be cleaned according to the particular specification that relates to the type of cleaning to be accomplished.

M. Window and Glass Cleaning

Windows and glass shall be cleaned according to schedule. Cleaning solution used must not be harmful to metal trim, rubber gaskets, or putty holding glass in place. All spills, splashes and drips shall be wiped clean and dry from surrounding walls, floors, and furnishings. Cleaning shall be scheduled and performed as to provide the least inconvenience to building occupants. All cleaning must be done in compliance with safety and other local laws and regulations.

1) Interior Window Cleaning

Interior entrance windows below 72" in height shall be cleaned on the inside according to schedule. It is anticipated that some special equipment may be needed to perform some of the tasks. The Contractor shall provide the special equipment needed.

2) Hand Rail Cleaning

Hand rails shall be free from fingerprints, dirt, smears, smudges, splashes, spots, stains, streaks, and other unsightly omissions and shall present a uniformly clean appearance.

3) Elevator Cab Cleaning

All surface of elevator cab and other parts of the elevator shall be thoroughly cleaned and shall conform to the standards outlined for each surface i.e. floors, walls, metal, horizontal and vertical surfaces, etc.

M. Window and Glass Cleaning

Drips, spills, splashes and the like which result from the process of cleaning windows and glass shall be cleaned up as soon as possible.

1) Interior Window Cleaning

Windows shall be free from dirt, grime, smears, fingerprints, smudges, water spots, or streaks film and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry.

2) Doors, Partitions and Display Case Cleaning

All glass doors, partitions, and display cases shall be cleaned according to schedule. Metal trim shall be included in the cleaning process.

N. Brass Cleaning

Brass surfaces shall be cleaned according to the schedule by dusting and/or damp wiping with a soft cloth. At no time shall cleaning agents be used.

O. Utility Work

This category of job specification refers to those chores that are deemed necessary to be performed from time to time when the need arises for them to be performed.

1) Emergency Janitorial Services

Emergency services may include but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the County Project Officer shall be so informed.

2) Special Jobs

Special cleaning for special functions cleaning of an area after repairs or refurbishing, restocking soap/towel dispensers in kitchens, break rooms, waiting/reception rooms, etc.

2) Doors, Partitions, and Display Case Cleaning

Glass shall be free from dirt, grime, smears, fingerprints, smudges, water spots or streaks, film and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry.

N. Brass Cleaning

Brass surfaces shall be free from fingerprints, dirt, smears, smudges, splashes, spots, stains, streaks, and other unsightly omissions and shall present a uniformly clean appearance.

O. Utility Work

Unspecified.

1) Emergency Janitorial Services

Emergency services shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation.

2) Special Jobs

Same standards as in M, 2).

XIII. FREQUENCIES OF TASKS BY LOCATION

AREA I: TRADES CENTER

The buildings in this Area include three (3) industrial type facilities (Equipment/Car Wash, WSS, and Solid Waste), one (1) library, one (1) bus station, four (4) office/performing arts facility, one (1) job outreach center, and one (1) facility where only outdoor litter collection in necessary, and one (1) NOC Center.

SERVICE FREQUENCIES

A. LOBBIES AND PUBLIC AREAS (including rehearsal rooms in WETA)

Daily:

1. Clean bright metal fixtures, rails and/or surfaces with a damp cloth.
2. Remove trash from receptacles to trash room and replace liners in receptacles.
3. Tile floors will be swept, damp mopped and burnished
4. Spot clean walls.
5. Wash all entrance doors, glass doors and glass walls.
6. Carpet vacuumed and spot cleaned with spot or stain remover.

Weekly:

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

Periodic:

1. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly.
2. Carpet extracted annually.
3. Mini-blinds to be dusted monthly and washed quarterly
4. Tile floors stripped and refinished annually.
5. Dust and wash the light fixtures monthly.

B. ELEVATORS AND CORRIDORS

Daily:

1. Clean and polish bright metal fixtures, handrails and/or surfaces with a damp cloth.
2. Clean and disinfect water fountains.
3. Tile floors dust mopped, mopped, and burnished.
4. Spot clean partition glass.
5. Spot clean walls and both sides of doors.
6. Dust furnishings, low ledges, rails, molding and vents.
7. Clean passenger elevator door tracks and doors.
8. Carpet vacuumed, spot cleaned with spot or stain remover.

Periodic:

1. Wash and polish fire extinguishers and other bright metal semi-annually.
2. Dust and wash light fixtures monthly.
3. Carpet extracted annually. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
4. Tile floors stripped and refinished annually. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
5. Dust walls, high ledges, sills, rails, metal trim, molding and ceiling vents weekly and washed quarterly

C. OFFICES AND WORK AREAS

Daily:

1. All trash receptacles emptied, wiped clean, trash removed to trash room. New trash receptacle clear liners to be installed when needed.
2. Clean doors and kick plates, both sides.
3. Spot clean walls and partition glass.
4. Tile floors dust mopped, spot mopped.

Monday - Wednesday - Friday:

1. Tile floors dust mopped, damp mopped and burnished

2. Carpet vacuumed, spot cleaned with spot or stain remover.

Periodic:

1. Carpets extracted annually. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
2. Door frames, window frames, diffusers, and return vents dusted weekly.
3. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are to be washed monthly.
4. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly.
5. Mini-blinds to be dusted monthly and washed quarterly.
6. Wooden desks, tables and consoles are to be cleaned and polished weekly.
7. Tile floors stripped and refinished annually.
8. All surfaces of furniture, picture frames, office equipment, window sills, door panels, radiators, and any other surfaces up to and including 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
9. Upholstery (chairs) cleaned annually.
10. In NOC II vacuum under raised computer floor semi annually
11. High dusting over 96" in PRCR facility (2nd floor) annually

D. RESTROOMS/LOCKER ROOMS

Daily:

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.

Periodic:

1. Wash walls with a disinfectant soap, including partitions, weekly.
2. Wash floor drains weekly.
3. Tile floors
 - a. Tile floors will be buffed twice per week.
 - b. Tile floors machine scrubbed monthly with ceramic disinfectant and grout cleaners and the entire project is to be completed within one (1) month period in the entire building.
(NOTE: Wash outside of commodes and urinals as well as all fixtures with a disinfectant soap after the tile floors are machine scrubbed.)
 - c. Floors to be stripped and refinished annually.
4. Scrub area under all commodes and bottom of walls with a deck brush once weekly.
5. Wash ceiling, light fixtures and wall vents monthly.
6. All walls in the locker rooms will be thoroughly wiped down with disinfectant monthly.
7. Tops of lockers in locker rooms will be wiped down weekly.
8. Pour water in floor drains weekly

E. CONFERENCE ROOMS / AUDITORIUMS

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
1. 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.
2. Meeting room set up's will be required in the PRCR facility (2nd Floor meeting room) and Shirlington Library.

Periodic:

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

F. LUNCH/SNACK ROOM

Daily:

1. Tile floors will be dust mopped and damp mopped.
2. Counter and/or table areas will be wiped down.
3. Trash receptacles emptied, trash removed to trash room and new trash receptacle liners installed.

Monday - Wednesday - Friday:

Tile floors will be burnished.

Periodic:

1. All surfaces 96 inches in height or higher (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
2. Trash receptacles wiped clean inside and outside weekly.
3. Tile floors stripped and refinished annually.

G. STAIRWELLS

Weekly:

1. Sweep and damp mop weekly.
2. Wipe all doors and door knobs weekly.
3. Spray buff floor landings weekly.
4. Wash hand rails weekly.

Periodic:

1. Tile floors will be stripped and refinished annually. (NOTE: All doors and baseboards must be washed)

H. DANCE STUDIO (WETA)

Daily:

1. Dust mop wood floors
2. Empty trash cans
3. Spot mop floors using a well wrung out mop

Periodic:

1. Wet mop and dry buff ballroom 3 times per week
2. Annually wood floors will be refinished using water based urethane wood finish

I. Weight Room (WSS)

Daily:

1. Sweep and spot mop floor.
2. Spot clean door and high-use areas for smudges, marks, etc.
3. Sweep and mop floor

Periodic:

1. Wipe down the cardiovascular machines 3x per week.
2. Wipe down the various benches 3x per week.
3. Clean mirrors once a week.
4. Wipe down baseboards weekly.
5. Clean window blinds weekly.
6. Wipe down feet/legs of weight machines/equipment weekly.
7. Wipe windowsills weekly.
8. Wipe dumbbell rack monthly (County will remove the weights for cleaning).

J. Parking Garage (Day Porter)

Three times per week:

1. Police parking garage for litter/debris
2. Empty trash containers
3. Police garage stair wells

Quarterly:

1. Pressure wash garage stair wells

AREA II - ARTISPHERE

Hours of services:

Monday	no service
Tuesday	noon- 4pm
Wednesday	6pm to 3 am/11pm to 3am
Thursday	6pm to 3am/11pm to 3am
Friday	6pm to 3am/11pm to 3am
Saturday	6pm to 3am
Sunday	6pm to 3am

I. 6th Floor

- a. Floors Mopped
- b. Trash and Recycling Taken Out
- c. Windows
- d. Glass Cleaned
- e. Ledges Dusted
- f. Box Office Desk
- g. Bamboo Dusted
- h. Stainless Cleaned
- i. Doors
 - i. Glass Cleaned
 - ii. Stainless Cleaned
- j. Escalator
 - i. Glass Cleaned
 - ii. Stainless Cleaned
 - iii. Handrail Cleaned
- k. ACV
 - i. Floor Mopped
 - ii. Glass Walls and Doors Cleaned
 - iii. Stainless Cleaned
- l. Coat Check
 - i. Bamboo Dusted
 - ii. Floor Mopped
 - iii. Counter Tops Wiped Down
- m. Entrance Doors
 - i. Glass Cleaned
 - ii. Stainless Cleaned
 - iii. Floor Swept
- n. Bathroom Complex
 - i. Floors Mopped
 - ii. Toilets/Urinals Cleaned
 - iii. Stall Walls Cleaned
 - iv. Counters Cleaned

- v. Sinks and Faucets Cleaned
- vi. Mirrors Cleaned
- vii. Toilet Paper Refilled
- viii. Paper Towel Refilled
- xi. Soap Refilled
- x. Trash and Recycling Taken Out
- xii. Water Fountains Cleaned

- o. Elevators
 - i. Stainless Cleaned Inside and Outside of the Car
 - ii. Floors Mopped

II. 8th Floor - Lower Town Hall

- a. Elevators
 - i. Stainless Cleaned Outside of the Car
 - ii. Glass Railings and Stainless Steel Cleaned
- b. Bamboo Seating Dusted and Cushions Vacuumed
- c. Tables and Chairs Cleaned
- d. Windows Cleaned and Ledges Dusted
- e. Floor Mopped
- f. Couches and Sofas Vacuumed
- g. Trash and Recycling Taken Out
- h. Glass Doors to Lobby Cleaned
- I. Stainless Steel as well

1. Dome Hallway

- a. Floor Mopped
- b. Carpet Vacuumed
- c. Railing Wiped Down
- d. Trash and Recycling Taken Out

2. Bar

- a. Bamboo Dusted
- b. Stainless Steel Cleaned
- c. Seats Cleaned
- d. Bar Surface Cleaned
- e. Kitchen Door Portal and Stainless Steel Cleaned
- f. Rolling Doors Cleaned
- g. Trash and Recycling Taken Out

3. Bathroom Complex
 - a. Floors Mopped
 - b. Toilets/Urinals Cleaned
 - c. Stall Walls Cleaned
 - d. Counters Cleaned
 - e. Sinks and Faucets Cleaned
 - f. Mirrors Cleaned
 - g. Toilet Paper Refilled
 - h. Paper Towel Refilled
 - i. Soap Refilled
 - j. Trash and Recycling Taken Out
 - k. Water Fountains Cleaned
4. Ballroom
 - a. Stainless Steel Handrails Cleaned
 - b. Carpet Vacuumed
 - c. Floor Mopped
 - d. Bamboo Seating Cleaned
 - e. Tables Wiped Down
5. Chairs Vacuumed
 - a. Wood Wall Dusted
 - b. Stairwell
 - c. Cleaned Beneath Stairwell
 - d. Stairs Vacuumed
 - e. Railings Wiped Down
 - f. Glass Cleaned
 - g. Elevator
 - i. Glass Cleaned
 - ii. Stainless Cleaned
 - iii. Floor Mopped
 - h. Trash and Recycling Taken Out

III. 9th Floor

1. Upper Town Hall
 - a. Glass Railings and Stainless Steel Cleaned
 - b. Glass Wall to Co-Zone Cleaned and Stainless Steel Cleaned
 - c. Balcony Door Glass Cleaned
 - d. Floor Mopped
 - e. Tables and Chairs Wiped Down
 - f. Sofas and Chairs Vacuumed
 - g. Bamboo Planters Dusted
 - h. Glass Windows and Doors Cleaned
 - i. Window and Door Ledges Cleaned
 - j. Bio Wall Stainless Steel Cleaned
2. Grand Staircase
 - a. Stair Treads Mopped
 - b. Glass Railing and Stainless Steel Cleaned
 - c. Doors to Dome Wiped Down and Glass Cleaned
 - d. Trash and Recycling Taken Out
3. Mezz Gallery
 - a. Glass Railings and Stainless Steel Cleaned
 - b. Balcony Door Glass Cleaned
 - c. Carpet Vacuumed
 - d. Tables Wiped Down
 - e. Chairs Vacuumed
 - f. Doors Wiped Down and Stainless Cleaned
 - g. Elevator Glass and Stainless Cleaned
 - h. Trash and Recycling Taken Out
4. WIP Gallery
 - a. Floor Mopped
 - b. Doors Wiped Down and Handles Cleaned

5. Terrace Gallery
 - a. Rolling Door Cleaned
 - b. Glass Entrance Door and Stainless Cleaned
 - c. Floor Mopped / Swept
 - d. Glass Wall shared with Elevator Area Cleaned and Stainless Steel Cleaned
 - e. Glass Wall and Doors to Balcony
 - i. Glass Cleaned
 - ii. Ledges Dusted
 - iii. Stainless Steel Railing Cleaned
 - f. Doors to the Storage Room Wiped Down and Stainless Steel Cleaned
 - g. Benches Dusted and Metal Cleaned
 - h. Trash and Recycling Taken Out
6. Catering Kitchen
 - a. Floor Mopped
 - b. Stainless Steel Cleaned
 - c. Sinks Cleaned
 - d. Door Wiped Down, Portal Cleaned, Stainless Steel Cleaned
 - e. Soap Refilled
 - f. Paper Towel Refilled
7. Co-Working
 - a. Glass Door and Handles Cleaned
 - b. Floor Vacuumed
8. Education Lab
 - a. Glass Wall and Ledges Cleaned
 - b. Glass Door and Handles Cleaned
 - c. Floor Mopped / Swept
 - d. Tables and Chairs Cleaned
 - e. Stainless Steel Cleaned
 - f. Sink Cleaned

9. Bijou Theatre
 - a. Wood Entrance Floor Mopped
 - b. Stainless Steel Handrails Cleaned
 - c. Floor Vacuumed
 - d. Glass Wall at Rear Cleaned
 - e. Metal Slats at Rear Cleaned
 - f. Seats Vacuumed
 - g. Glass Wall Sconces Dusted

10. Office Hallway
 - a. Carpet Vacuumed
 - b. Office Glass Cleaned and Stainless Steel Cleaned
 - c. Ballroom Overlook Glass Cleaned
 - d. Doors and Handles Cleaned
 - e. Elevator Stainless Steel and Doors Cleaned
 - f. Trash and Recycling Taken Out
 - g. Bathroom Complex
 - h. Floors Mopped
 - i. Toilets/Urinals Cleaned
 - j. Stall Walls Cleaned
 - k. Counters Cleaned
 - l. Sinks and Faucets Cleaned
 - m. Mirrors Cleaned
 - n. Toilet Paper Refilled
 - o. Paper Towel Refilled
 - p. Soap Refilled
 - q. Trash and Recycling Taken Out
 - r. Water Fountains Cleaned

11. Offices
 - a. Carpet Vacuumed
 - b. Glass Cleaned and Stainless Steel Cleaned
 - c. Tables Wiped Down

IV. Cork floor:

1. Cork floors are wet moped 3x per week and dry buffed 2 times per week with low speed machine; per the specifications
2. Refinishing cork floors annually. See attachment4 for application directions. Thin coats of finish will be applied as needed throughout the year.

V. Bamboo floor - Ballroom/ Wood floor:

See attachment 3 on how to care for bamboo floors

Daily:

1. Dust mop wood floors
2. Empty trash cans
3. Spot mop floors using a well wrung out mop

Periodic:

1. Wet mop and dry buff ballroom 3 times per week
2. Annually bamboo floors will be refinished using water based urethane wood finish (see attachment 3)

VI. Special events:

Artisphere staff may request additional custodial staff to support events/meetings. Contractor shall provide the staff requested at the hourly rate quoted on the bid form.

Service Frequency

Public Areas

Daily:

1. Tile floors will be swept and damp mopped. Floors Buffed daily.
2. Carpet vacuumed, spot cleaned with spot or stain remover.
3. Spot clean walls.
4. Wash all entrance doors, glass doors and glass walls.

5. Trash receptacles emptied and trash removed to dumpster. New clear trash receptacle liners to be installed.

Periodic:

1. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly.
2. Carpet extracted annually.
3. Mini-blinds to be dusted monthly and washed semi-annually.
4. Tile floors stripped and refinished annually.
5. Dust light fixtures monthly.
6. All surfaces of furniture and panels, picture frames, office equipment, window sills, door panels and any other surfaces within 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.

Elevators and Corridors

Daily:

1. Tile floors dust mopped and damp mopped. Buff floors daily.
2. Clean and disinfect water fountains.
3. Spot clean partition glass.
4. Spot clean walls and both sides of doors.
5. Clean and polish bright metal fixtures, handrails and/or surfaces with a damp cloth.
6. Elevator track must be vacuumed, cleaned, and polished
7. Carpet vacuumed, spot cleaned with spot or stain remover.
8. The custodial equipment/supply closet will be kept neat and clean.

Periodic:

1. Wash and polish fire extinguishers and other bright metal, semi-annually.
2. Dust light fixtures monthly.
3. Carpet extracted annually. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
4. Tile floors stripped and refinished annually. NOTE: All doors and baseboards must be washed and polished after floors are stripped.)
5. Dust low ledges, rails, molding and vents twice a week.

6. Dust walls, high ledges, sills, rails, metal trim, molding and ceiling vents weekly and washed quarterly.

Offices and Work Areas

Daily:

1. Trash receptacles emptied and trash removed to dumpster. New clear trash receptacle liners to be installed.
2. Clean doors and kick plates, both sides.
3. Spot clean walls and partition glass.
4. Tile floors dust mopped.

Periodic:

1. Carpet vacuumed, spot cleaned with spot or stain remover three (3) times per week and extracted annually. (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
2. Door frames, window frames, diffusers, and return vents dusted weekly.
3. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are to be washed/vacuumed monthly.
4. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly.
5. Mini-blinds to be dusted weekly and washed quarterly.
6. Wooden desks, tables and consoles are to be cleaned and polished weekly. (NOTE: Applicable only when surface is free of all objects.)
7. Tile floors damp mopped three times per week; buffed twice per week; stripped and refinished annually.
8. All surfaces of furniture, picture frames, office equipment, window sills, door panels, radiators, and any other surfaces within 96 inches height from floor will be dusted twice a week, using commonly practiced methods within the cleaning service industry.

Restrooms

Daily (After Business Hours):

1. Trash receptacles shall be emptied and trash removed to the dumpster.
2. Wash all trash receptacles, including sanitary napkin disposal receptacles, with a germicidal disinfectant.

3. Wash basins, commodes and urinals will be washed, inside and outside, using a germicidal disinfectant. This will include the underside of basins, commodes, urinals and pipe fixtures.
4. Mirrors will be washed.
5. Wipe all partitions, ledges, sills, rails, vents, doors (both sides) with damp cloth.
6. Spot clean walls. Use disinfectant cloth in area of commodes and urinals.
7. Damp mop tile floors using a disinfectant soap under and around commodes, vanities and all corners are to be cleaned.
8. Replenish hand soap, paper towels, toilet seat covers, and tissue which are furnished by the Contractor.

Periodic:

1. Wash walls with a disinfectant soap, including partitioning, weekly.
2. Wash floor drains weekly.
3. Scrub area under all commodes and bottom of walls with a deck brush once weekly.
4. Wash ceiling, light fixtures and wall vents monthly.

Meeting and Conference Rooms

Daily:

1. Trash receptacles to be emptied and trash removed to dumpster. New trash receptacle liners to be installed.
2. Spot clean walls, glass walls, and doors.
3. Carpet spot cleaned with spot or stain remover.
4. Wipe down conference room tables.
5. Vacuum carpets, and mop floors daily

Periodic:

1. Carpet extracted annually.
2. Office chairs vacuumed monthly and spot cleaned with a mild solution of shampoo and water monthly.
3. Chair legs, and other furniture wiped clean with damp cloth three (3) times per week.
4. Buff tile floors 3 x per week

Snack Area/ Kitchen

Daily:

1. Tile floors will be dust mopped and damp mopped.
2. Counter and/or table areas will be wiped down with germicidal disinfectant.
3. Trash receptacles emptied, trash removed to trash room and new trash receptacle liners installed.

Periodic:

1. Kitchen tile floors/grout will scrubbed monthly
2. All surfaces 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
3. Trash receptacles wiped clean inside and outside weekly.

Stairwells

Daily:

1. Police for paper and other trash and sweep floor.
2. Spot clean walls.

Periodic:

1. Damp mop and burnish.
2. Wipe all doors and door knobs weekly.
3. Wash glass walls weekly.
4. Wash hand rails weekly.
5. Walls, high ledges, sills, and molding dusted weekly.
6. Tile floors stripped and refinished annually, (NOTE: All doors and baseboards must be washed and polished.)

Auditorium

1. Carpet vacuumed 3 times per week
2. Trash removed daily
3. Chair railings wiped down weekly
4. Chairs vacuumed weekly
5. Chairs extracted yearly

Exhibit Halls

1. Trash removed daily
2. Floors dust mopped daily
3. Floor wet moped 3 times per week

AREA III -BARCROFT SPORTS COMPLEX SCOPE OF WORK

I. Requirements:

1. The Contractor shall clean the facility between 10:00 p.m. and 3:00 a.m., unless stated otherwise herein in other sections of this specification, Monday through Sunday except on the following County observed holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

II. General:

1. Support for special events to include set-up and take down of tables, chairs, etc.; additional attention to restrooms during the event; clean-up after the event (to be scheduled one to two weeks in advance). If staff is needed after stated hours in the contract an additional fee will be charged to the County.
2. Outdoor litter pick-up to include parking lot and any trash cans located outside. This is a daily responsibility.
3. Grout cleaning - no gray or black grout build-up (refer to section on "Grout cleaning" in the base contract).
4. Clean loading dock and trash areas daily. Wash down loading dock weekly.
5. Remove graffiti from inside building. If unable to remove, building staff should be notified.
6. Supply deodorizers for restrooms, locker rooms and gym areas.
7. Contractor will provide one minuteman auto scrubber (SEE: Attachment A) to be used in maintaining floor surfaces in the facility.

III. SERVICE FREQUENCIES:

Lobbies and Public Areas

Daily:

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. Trash receptacles emptied, trash removed to dumpster. New clear trash receptacle liners to be installed.
5. Tile floors will be swept, mopped and burnished.
6. Carpets vacuumed and remove stains in carpet

Periodic:

1. All surfaces 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
2. Dust and wash the light fixtures monthly.
3. Mini-blinds to be dusted every two weeks and washed every other month
4. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly.
5. Tile floors stripped and refinished annually.

Offices and Work Areas:

Daily:

1. All trash receptacles emptied, trash removed to trash room. New trash receptacle clear liners to be installed.
2. Clean doors and kick plates, both sides.
3. Spot clean walls and partition glass.
4. Tile floors are spot moped daily

Periodic:

1. Tile floors are dust moped and wet moped 3x per week.
2. Tile floors are buffed three (3) times per week.

3. Door frames, window frames, diffusers, and return vents dusted weekly.
4. Wooden desks, tables and consoles are to be cleaned and polished weekly.
5. All furniture surfaces, picture frames, office equipment, window sills, door panels, radiators, and any other surfaces up to and including 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
6. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are to be washed monthly.
7. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed monthly.
8. Mini-blinds to be dusted weekly and washed monthly.
9. Tile floors stripped and refinished annually.

Restrooms and Locker Rooms:

Daily:

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.

Periodic:

1. Wash walls with a disinfectant soap, including partitioning, weekly.

2. Wash floor drains weekly.
3. Tile floors
 - a. Tile floors will be buffed two times per week.
 - b. 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.)
4. Scrub area under all commodes and bottom of walls with a deck brush once weekly.
5. Wash ceiling, light fixtures and wall vents monthly.
6. All walls in the locker rooms will be thoroughly wiped down with disinfectant monthly.
7. Tops of lockers in locker rooms will be wiped down weekly.

Lunch/Snack Room:

Daily:

1. Counter and/or table areas will be wiped down.
2. Trash receptacles emptied, trash removed to trash room and new trash receptacle liners installed.
3. Spot mop all tile floors daily

Periodic:

1. Tile floors will be swept; dust mopped and damp mopped 3 times per week.
2. Tile floors will be burnished two times per week.
3. Trash receptacles wiped clean inside and outside weekly
4. All surfaces 96 inches in height or higher (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
5. Tile floors stripped and refinished annually.

Stairwells:

Daily:

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

Periodic:

1. Sweep and damp mop weekly.
2. Wipe all doors and doorknobs weekly.
3. Spray buff floor landings weekly.
4. Wash handrails monthly.

Aerobics Area (WETA Facility has two rooms with wood floors):

Daily:

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

Periodic:

1. Clean the mirrors weekly.
2. Wipe down baseboards weekly.
3. Clean window blinds weekly.
4. Wipe windowsills weekly.
5. Re finish wood floor using wood polyurethane floor finish yearly.

Weight Room:

Daily:

1. Spot clean door and high-use areas for smudges, marks, etc.
2. Sweep and mop floor

Periodic:

1. Wipe down the cardiovascular machines 3x per week.
2. Wipe down the various benches 3x per week.
3. Clean mirrors once a week.
4. Wipe down baseboards weekly.
5. Wipe down stretching mats weekly.
6. Clean window blinds weekly.
7. Wipe down feet/legs of weight machines/equipment weekly.

8. Wipe windowsills weekly.

Boxing Room:

Daily:

1. Sweep and mop floor daily
2. Clean door and high-use areas for smudges, marks, etc.

Periodic:

1. Clean mirrors weekly.
2. Wipe baseboards weekly.
3. Wipe down bags weekly.
4. Clean window blinds weekly.
5. Wipe windowsills weekly.

Gymnastics Room:

1. Lightly wet mop mats with appropriate disinfectant daily.
2. Sweep tile floor around cabinets and water fountain area daily.
3. Vacuum carpet daily.
4. Clean mirrors as needed or once per week
5. Extract carpet 2 times per year

Gym and Gym Floor:

1. Spot clean walls in gym area daily.
2. Dust mop and damp mop entire floor with Raindance LF Neutral Cleaner floor care product.
3. Wipe down door glass daily.
4. Wipe down bleachers once a week.
5. The entire gym floor will be machine scrubbed and buffed one time per week. The schedule for the cleaning will be provided to the contractor by the County Project Manager. The contractor will use the auto scrubber to maintain the floor.
6. Quarterly machine scrub the entire gym floor and refinish with seven to eight coats of water-based polyurethane will be applied. County will provide a schedule for the quarterly cleanings.

III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 535-14LW.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "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 for County buildings located in South Arlington. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The term of this Agreement will commence on the date of execution by the County, and shall be completed no later than OCTOBER 31, 2018, subject to any written modifications as provided for in the Contract Documents. .

4. CONTRACT AMOUNT

The Contract unit price(s) shall remain firm until NOVEMBER 1, 2014 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the July of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the

Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

The Project Officer will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

8. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

10. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. 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.

13. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

14. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

15. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a

cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

16. SAFETY

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

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

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

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

17. 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.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

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

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

27. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official

responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

30. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

31. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

32. RELATION TO THE COUNTY

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

33. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

34. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided,

shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

35. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

36. ASSIGNMENT

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

37. AMENDMENTS

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify

it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

40. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

41. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

42. NONEXCLUSIVITY OF REMEDIES

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

43. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.,

44. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

45. 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.

46. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

47. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

48. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

49. NOTICES

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

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

AND

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

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County's world-wide web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Exhibit A);
2. Provide, within five (5) days of an employee's request, a written statement of the then current required wage rate (using the same form provided in item 1) above;
3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

52. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent

evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. Employee dishonesty policy - \$75,000
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

IV. ATTACHMENTS

ATTACHMENT 1

JANITORIAL CONTRACT DISCREPANCY REPORT

SAMPLE OF REPORT TO BE COMPLETED BY COUNTY PERSONNEL WHEN CONTRACT DISCREPANCIES OR OTHER PROBLEMS OCCUR WHICH REQUIRE FORMAL RESOLUTION.

BUILDING ADDRESS: _____ BUILDING NAME: _____

TO: _____

FROM: _____, COUNTY PROJECT OFFICER

REPORT DATE: _____

DISCREPANCY OR PROBLEM: (DESCRIBE IN DETAIL; ATTACH SUPPORTING DOCUMENT; INCLUDE REFERENCE TO SPECIFICATION REQUIREMENT; AND ATTACH CONTINUATION SHEET IF NECESSARY).

NAME:	SIGNATURE:	DATE:
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CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND/OR ACTIONS TO PREVENT RECURRENCE: (CITE APPLICABLE EXISTING OR NEW QUALITY CONTROL PROGRAM OR PROCEDURES; AND ATTACH CONTINUATION SHEET IF NECESSARY).

NAME:	SIGNATURE:	DATE:
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COUNTY EVALUATION AND ACTION: (PARTIAL OR FULL ACCEPTANCE, REJECTION, PAYMENT DEDUCTION, CURE NOTICE, SHOW CAUSE, TERMINATION, OTHER: ATTACH CONTINUATION SHEET IF NECESSARY).

NAME:	SIGNATURE:	DATE:
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REPRESENTATIVE: _____

COUNTY PROJECT OFFICER: _____

DATE: _____

ATTACHMENT 2

SCHEDULE OF PRICES FOR BUILDING CLEANING DEDUCTIONS

THESE ARE THE DEDUCTIVE AMOUNTS TO BE DEDUCTED FROM ANY FORTHCOMING CONTRACT PAYMENT TO THE CONTRACTOR WHEN CONTRACT DISCREPANCIES ARE DISCOVERED BY COUNTY INSPECTION PERSONNEL.

<u>TECHNICAL SPECIFICATIONS</u>	<u>UNIT</u>	<u>DEDUCT COST</u>
1. <u>TRASH COLLECTION</u>		
A. RECEPTACLE EMPTYING/CLEANING	RECEPTACLE	\$1.00
B. MISCELLANEOUS TRASH COLLECTION	100 SQ. FT.	\$1.00
C. RECEPTACLE CLEANING & DISINFECTING	RECEPTACLE	\$2.30
2. <u>RESTROOM CLEANING AND SERVICING</u>		
A. FIXTURE CLEANING AND DISINFECTING	FIXTURE	\$2.45
B. STALL PARTITION CLEANING	PARTITION	\$2.45
C. MIRROR AND CHROME CLEANING	FIXTURE	\$1.98
D. TILE DE-SCALING	100 SQ. FT.	\$1.00
E. GROUT CLEANING	100 SQ. FT.	\$1.00
F. CERAMIC TILE FLOOR/WALL CLEANING	100 SQ. FT.	\$1.00
G. RESTROOM SERVICING	FIXTURE	\$2.45
H. VENDING CONCESSION (DISPENSERS)	FIXTURE	\$45.00
3. <u>FLOOR MAINTENANCE</u>		
A. SWEEPING/DUST MOPPING	100 SQ. FT.	\$10.00
B. REMOVING GUM/TAR ETC.	100 SQ. FT.	\$0.75
C. SPOT MOPPING	100 SQ. FT.	\$5.00
D. MOPPING	100 SQ. FT.	\$15.00
E. SPRAY BUFFING	100 SQ. FT.	\$10.00
F. STRIPPING AND REFINISHING	100 SQ. FT.	\$25.00
4. <u>CARPET MAINTENANCE</u>		
A. VACUUMING	100 SQ. FT.	\$15.00
B. SPOT CLEANING	100 SQ. FT.	\$3.00
C. SHAMPOOING	100 SQ. FT.	\$25.00
5. <u>HORIZONTAL SURFACE CLEANING</u>		
A. SPOT CLEANING	100 SQ. FT.	\$1.45
B. DUSTING	100 SQ. FT.	\$1.45
C. DAMP WIPING	100 SQ. FT.	\$3.00
6. <u>VERTICAL SURFACE CLEANING</u>		
A. SPOT CLEANING	100 SQ. FT.	\$5.00
B. DUSTING	100 SQ. FT.	\$5.00
C. DAMP WIPING	100 SQ. FT.	\$5.00
D. WALL SCRUBBING	100 SQ. FT.	\$5.00
E. BASEBOARD CLEANING	100 SQ. FT.	\$5.00
7. <u>DRINKING FOUNTAIN CLEANING/DISINFECTING</u>	FOUNTAIN	\$10.00
8. <u>HIGH DUSTING/CLEANING</u>		
A. CLEANING VENTS, GRILL	100 SQ. FT.	\$5.00
B. CLEANING LIGHT FIXTURES, DIFFUSERS	100 SQ. FT.	\$5.00

ATTACHMENT 2

SCHEDULE OF PRICES FOR BUILDING CLEANING DEDUCTIONS

THESE ARE THE DEDUCTIVE AMOUNTS TO BE DEDUCTED FROM ANY FORTHCOMING CONTRACT PAYMENT TO THE CONTRACTOR WHEN CONTRACT DISCREPANCIES ARE DISCOVERED BY COUNTY INSPECTION PERSONNEL.

<u>TECHNICAL SPECIFICATIONS</u>	<u>UNIT</u>	<u>DEDUCT COST</u>
9. <u>VENETIAN BLIND CLEANING</u>	BLIND	\$2.60
10. <u>ELEVATOR AND STAIRWAY CLEANING</u>		
A. RISER AND THRESHOLD CLEANING	FLIGHT	\$1.74
B. HANDRAIL CLEANING	FLIGHT	\$0.58
C. ELEVATOR CAB CLEANING	CAB	\$28.94
11. <u>OUTSIDE CLEANING</u>		
A. TRASH COLLECTION AND REMOVAL	100 SQ. FT.	\$0.05
B. SWEEPING	100 SQ. FT.	\$0.09
C. POLICING	100 SQ. FT.	\$0.06
12. <u>WINDOW AND GLASS CLEANING</u>		
A. INTERIOR WINDOW CLEANING	WINDOW	\$12.00
B. DOORS, PARTITIONS, DISPLAY CASES	FRAME	\$10.00

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 535-14LW**

**B I D F O R M
PAGE 1 OF 9**

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 22, 2013

FOR PROVIDING CUSTODIAL SERVICES IN SOUTH ARLINGTON PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

I. PRICING

LOCATION	FIRST YEAR ANNUAL COST
1. Equipment Bureau/Car Wash	\$
2. Solid Waste/Bureau	\$
3. Water/Sewer/Streets Admin./Water Control	\$
4. WETA Building	\$
5. Motorola Building	\$
6. Barcroft Sports and Fitness	\$
7. Shirlington Bus Station	\$
8. Shirlington Library	\$
9. Trades Center Day Porter (Parking garage and NOC)	\$
10. Artisphere	\$
11. Aurora Hills (Saturday evening only)	\$
12. Parks Operations Building	\$
13. Police Impound Lot	\$
TOTAL BID (1 THROUGH 13)	

Custodian hourly rate for added services: \$____/hour

Refer to paragraph 23 page 7 for additional information about the Living Wage policy.

II. QUESTIONNAIRE

1. Bidders shall provide information as listed under the "Best Value Bid Submission Requirements" paragraph page 8. BIDS SUBMITTED WITHOUT THIS INFORMATION WILL BE REJECTED AS NON-RESPONSIVE.

BIDDER NAME: _____

2. SUPPLY LIST:

Complete the list below. Bidders are advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified under the contract will rest with the Contractor. **All chemicals and paper products shall meet green seal requirements as outlined this solicitation.**

<u>ITEM</u>	<u>BRAND</u>
a. PLASTIC TRASH CAN LINERS	_____
b. PAPER TOWELS (RECYCLED)	_____
c. TWO-PLY TOILET PAPER (RECYCLED)	_____
d. HAND SOAP	_____
e. TOILET SEAT COVERS	_____
f. CLEANER, GLASS/WINDOW	_____
g. CLEANER, BATHROOM	_____
h. CLEANER, BOWL	_____
i. CLEANER, MULTI-PURPOSE	_____
j. FLOOR CARE, STRIPPER	_____
k. FLOOR CARE, FINISH	_____
l. FLOOR CARE, SEALER	_____
m. FLOOR CARE, POLISH	_____
n. METAL POLISH	_____
o. FURNITURE CARE, POLISH (VINYL)	_____
p. FURNITURE CARE, POLISH (WOOD)	_____
q. CARPET SPOT/STAIN REMOVER	_____
r. STEAM & CARPET CLEANER	_____
s. DISINFECTANT	_____
t. TILE CLEANER	_____
u. GUM REMOVER	_____
v. DUST MOP TREATMENT	_____
w. WOOD CLEANER	_____
x. PORCELAIN CLEANER	_____

- y. STAINLESS STEEL CLEANER _____
- z. BRASS POLISH _____

3. EQUIPMENT LIST

The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies and equipment necessary and essential for performing work specified in this solicitation will rest with the contractor:

ITEM	MANUFACTURER	QUANTITY
a. VACUUMS, COMMERCIAL GRADE, 1.5 HP MINIMUM	_____	_____
b. WET/DRY VACUUM	_____	_____
c. BACKPACK VACUUM	_____	_____
d. FLOOR SCRUB MACHINE	_____	_____
e. FLOOR BUFF MACHINE, HI SPEED	_____	_____
f. FLOOR BUFF MACHINE, LO SPEED	_____	_____
g. CARPET STEAM CLEANER	_____	_____
h. BROOMS, INDOOR/OUTDOOR	_____	_____
i. DUST PAN	_____	_____
j. MOP, WET	_____	_____
k. MOP, DUST, TREATED	_____	_____
l. BUCKET	_____	_____
m. WRINGER	_____	_____
n. WET FLOOR SIGNS	_____	_____
o. MOBILE TRASH CAN WITH CADDY	_____	_____
p. SPECIAL HIGH CLEANING EQUIP	_____	_____
q. DUSTERS, LAMBS WOOL OR EQUIV	_____	_____
r. COMMODE BRUSH	_____	_____
s. WINDOW CLEANING UTENSILS	_____	_____

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

BIDDER NAME: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

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

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
TAX ID NUMBER (EIN/SSN):			VA. CONTRACTOR LICENSE #:		
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

**Metropolitan Washington Council of Governments (COG)
Rider Clause**

**PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

EXHIBIT 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 SHALL NOT BE
LOWER THAN

\$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$13.13 POR HORA

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

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201

