

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

NOTICE OF AWARD OF CONTRACT

TO: LT Services, Inc 2518 Hartland Rd, Suite 300 Falls Church, VA 22043	DATE ISSUED: <u>March 30, 2017</u>
	CONTRACT NO: <u>17-007-ITB-LW</u>
	CONTRACT TITLE: <u>Custodial Services</u>
	PRIOR CONTRACT NO: <u>112-11LW</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. The contract term covered by this Notice of Award is effective April 1, 2017 and expires on November 20, 2021.

The contract documents consist of the terms and conditions of Arlington County Agreement No 17-007-ITB-LW, including any exhibits, attached or amendments thereto.

ATTACHMENTS:

1. ARLINGTON COUNTY INVITATION TO BID NO. 17-007-ITB-LW
2. CONTRACTOR'S BID


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 Nquyen</u>	TELEPHONE NO.: <u>703-698-8838</u>
	EMAIL ADDRESS: <u>michaeln.lts@gmail.com</u>
COUNTY CONTACT: <u>James Menditto</u>	TELEPHONE NO.: <u>703-228-4451</u>
	EMAIL ADDRESS: <u>jmendi@arlingtonva.us</u>

CONTRACT AUTHORIZATION

DISTRIBUTION

  
Igor Scherbakov  
Procurement Office

Date

VENDOR: 1  
BID FOLDER: 2

3/30/17

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-007-ITBLW

B I D F O R M

**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 TUESDAY, FEBRUARY 7TH 2017

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

**I. PRICING**

LOCATION	1st YEAR ANNUAL COST	2nd YEAR ANNUAL COST	3rd YEAR ANNUAL COST	4th YEAR ANNUAL COST	5th YEAR ANNUAL COST
1. Arlington Mill	\$ 197,174.72	\$ 197,174.72	\$ 197,174.72	\$ 197,174.72	\$ 197,174.72
2. Court Square West	\$ 82,846.52	\$ 82,846.52	\$ 82,846.52	\$ 82,846.52	\$ 82,846.52
3. Central Library	\$ 117,310.67	\$ 117,310.67	\$ 117,310.67	\$ 117,310.67	\$ 117,310.67
4. Madison Center	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26
5. Westover Library	\$ 50,039.30	\$ 50,039.30	\$ 50,039.30	\$ 50,039.30	\$ 50,039.30
6. George Mason Center	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26	\$ 41,423.26
7. Walter Reed Recreation Center	\$ 116,482.21	\$ 116,482.21	\$ 116,482.21	\$ 116,482.21	\$ 116,482.21
8. FT CF Smith					
9. Berkley	\$ 42,707.38	\$ 42,707.38	\$ 42,707.38	\$ 42,707.38	\$ 42,707.38
10. Harvey Hall					
<b>TOTAL BID PER YEAR</b>	<b>\$ 689,407.32</b>	<b>\$ 689,407.32</b>	<b>\$ 689,407.32</b>	<b>\$ 689,407.32</b>	<b>\$ 689,407.32</b>
<b>GRAND TOTAL (YEAR 1 THROUGH YEAR 5)</b>				<b>\$ 3,447,036.60</b>	

Custodian hourly rate for added services: \$ 18.50 /hour

Refer to the ITB documents for additional information about the Living Wage policy.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

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

BIDDER NAME: L.T. Services, Inc.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a 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:

Section A, page 7-9 Section C.1, page 19

Section D, page 23-38 Section F, page 43-55

Appendices 1, 2, 4, 5.

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

Contains sensitive information such as company ID number, certification  
number, details 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):

NAME: Michael Nguyen  
ADDRESS: 2815 Hartland Rd. Suite 300  
Falls Church, VA 22043  
E-MAIL: michaeln.lts@gmail.com

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 ADDENDUMS, 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

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

NAME (PRINTED): Michael Nguyen TITLE: CEO  
E-MAIL ADDRESS: michaeln.lts@gmail.com TEL. NO.: (703) 698-8838



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:			FACSIMILE NO.:		
(703) 698-8838			(703) 698-8909		
VA. CONTRACTOR LICENSE #:					
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ 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 checked="" type="checkbox"/>	WOMAN OWNED:	<input type="checkbox"/>	NEITHER:

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-007-ITB

ADDENDUM A

Arlington County Invitation to Bid No. 17-007-ITB for County-Wide Custodial Services is amended as follows:

- I. Solicitation has been revised as follows:
  1. Page 15, Section C, Madison Center: coverage is revised to Sunday through Thursday.
  2. Page 15 section K, Arlington Mill , paragraph 2: Evening coverage is revised to 5 days a week
  3. Page 15 Section E, Walter Reed, and p31 Central Library: 9 hour work days account for 1 hour of lunch time (non-working time)
  4. P12 Background Security Check requirement is removed.
  5. Page 30, Area 2 Central Library
  6. Page 37, Arlington Mill, Section D, subsection Periodic: Add sealing liquid to waterless urinals every 2 weeks.
  7. On page 59, Bid Form, replaced "Madison Center 2: with "Westover Library"
  8. Page 67, Submission requirements, corrected the contract size for previously held contracts to \$500,000.
  9. On page 67, corrected the Bid Bond amount to \$35,000.00 to match the information on Page 1.
  10. Added Attachments E and F with specifications for additional referenced supplies.
- II. Pre-proposal conference was held at 10:00 a.m. on Tuesday, January 17th, at Arlington Mill Community Center, followed by the site visit to the following locations: Arlington Mill Community Center, Walter Reed Community Center, Central Library, Court Square West. List of attendees is attached. Questions asked during the pre-bid are answered below.
- III. The following questions have been received:

1. Who is the current contractor and what is the contract number?

*Response: GOV Services, Arlington County Agreement number 112-111W*

2. Why was the current contractor switched mid-contract from LT Services to GOV Services?

*Response: In 2013 there was a mutually agreed upon contract assignment by LT Services, GOV services, and Arlington County. GOV Services agreed to take over the contractual responsibilities of LT Services under the same rates, terms, and conditions.*

3. What is the distinction between Madison Center 1 and Madison Center 2?

*Response: Madison 2 is replaced by Westover library, see above*

4. Berkeley – Which areas are we cleaning at this complex?

*Response: An individual apartment unit, appx 800 square feet.*

5. Living Wage: Can you please supply the history of living wage adjustments? Are health and welfare benefits separate from the living wage? Can the \$14.50 be a combination of hourly rate plus health benefits? If the living wage increases, will the contractor be eligible for reimbursement?

*Response: Contrary to what was communicated during the pre-proposal meeting, the current living wage of \$14.50 will be applicable throughout the entire term of this contract, even if the County Board will increase the living wage rate. Therefore, living wage increase will have no effect on the Contractor. \$14.50 is the gross pay rate, any benefits provided should NOT be counted towards the Living Wage rate.*

6. Regarding Item 17 "Authority to Transact Business in Virginia... Our firm is incorporated in the State of Maryland. Are firms bidding on this solicitation required to be incorporated in Virginia? If the firm is incorporated in a different state, are they required to apply for a certification of authority to transact business in Virginia as a foreign corporation? (This is form SCC759)

*Response: Firms not incorporated in the Commonwealth of Virginia can submit bids, and will need to be registered with Virginia State Corporation Commission as a Foreign Entity prior to the contract award.*

7. What is the work schedule for Area 2 (Central Library)? Page 30 of the solicitation states regular cleaning shall occur on Sunday through Saturday 9:30pm - 1:30am. Page 11 of the solicitation lists the evening coverage as 4 people 10pm - 2am Sunday through Friday.

*Response: 10pm - 2am Sunday through Friday. ITB Corrected.*

8. Are the staffing plans for the other facilities accurate?

*Response: Yes*

9. With the day porter coverage, does the schedule listed require a break for the employee? For example, if the day person works 9 hours at Central Library on Sundays, is the vendor required to provide a break?

*Response: 1 hr is designated for lunch.*

10. What is the current monthly consumption of consumable products?

*Response: No information is available on consumption of consumables*



10. Can the County provide building plans for the list of facilities? This would be helpful in calculating the square footage of carpet, vinyl floors, etc.

*Response: Building plans are not available.*

11. Approximately how often are deductions made for missed janitorial tasks?

*Response: It is based on the service level of the contractor.*

12. Should a technical proposal and bid form with pricing be submitted separately in sealed envelopes?

*Response: No*

13. Who is responsible for refilling Purell hand sanitizer dispensers?

*Response: County will provide the product, Contractor's personnel will refill the dispensers.*

14. How often deodorant balls replaced in waterless urinals?

*Response: every 2-3 weeks.*

15. Can you provide useage statistics/population counts for all of the facilities?

*Response: Usage statistics for facilities are unknown.*

16. Performance Bond Question: We have contacted our Bonding company and they had advised the following: "the contract has 5 year term. " (i.e. instead of annual renewable years). This will be a problem for our bonding company, and every other bonding company. Would Arlington County be willing to accept an annual renewable performance bond?

*Response: Yes, annually renewable bond is acceptable*

17. Is this a SWAM procurement?

*Response: There are no SWAM requirements or goals for this contract.*

18. Can you provide me with the square feet of the hard floor and the carpet area?

*Response: This data is not available.*

19. 3- May we receive an attachment on the screening and waxing of the GYM?

*Response: See Attachment C*

20. What are the requirements for using recycled/green products?

*Response: See p15 under Supplies and section 11 under Green Cleaning program p 18-19*

21. Are radios or cellphones required of all personnel? What about uniforms?

*Response: Communication between the County and the Contractor staff will happen through the Project Manager. Project Manager shall have a mobile phone, but means and methods communication between project manager and staff is up to Contractor's decision. Requirements for personnel uniforms are listed on p 12. County will not provide any communication devices, uniforms, or uniform services.*

22. Will the new contractor be expected to start on March 1<sup>st</sup> immediately after the current contract expires? If longer transition time possible to allow for additional hiring and purchase of supplies.

*Response: County will attempt to extend the current contract if additional time for transition is required.*

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov  
Procurement Officer  
[ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us)

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

RECEIPT OF ADDENDUM NUMBER  1  IS ACKNOWLEDGED.

FIRM NAME:  L.T. Services, Inc.

AUTHORIZED SIGNATURE:    DATE:  01/27/16

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-007-ITB

ADDENDUM B

Arlington County Invitation to Bid No. 17-007-ITB for County-Wide Custodial Services is amended as follows:

- I. Solicitation has been revised as follows:
  1. Page 67, "Mandatory Requirements", paragraph 2 is revised to reference "On-site Area Manager (OAM)"
- II. Addendum A, section I, paragraphs 1-3 address information on page 11 of the ITB, not page 15.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov  
Procurement Officer  
[ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us)

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

RECEIPT OF ADDENDUM B IS ACKNOWLEDGED.

FIRM NAME: L.T. Services, Inc.

AUTHORIZED SIGNATURE:  DATE: 02/02/16

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

INVITATION TO BID NO. 17-007-ITBLW

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 TUESDAY, THE 7TH DAY OF FEBRUARY, 2017 FOR:

THE PROVISION OF CUSTODIAL SERVICES IN TEN (10) ARLINGTON COUNTY FACILITIES FOR UP TO A FIVE-YEAR (5) PERIOD

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

**PRE-BID CONFERENCE**

A pre-bid conference will be held at 10:00 a.m. on Tuesday, January 17<sup>th</sup>, at Arlington Mill Community Center, 909 S. Dinwiddie Street (Room 527), Arlington, VA 22204. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are urged to attend.

Bid Surety in the amount of not less than \$35,000 must be submitted with the bid. Performance Bond in the amount of \$75,000 will be required of the successful bidder throughout the Term of the Contract.

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

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  
Office of the Purchasing Agent  
Igor Scherbakov

Procurement Officer  
[ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us)

## TABLE OF CONTENTS

I.	INSTRUCTIONS TO BIDDERS .....	3
II.	SCOPE OF SERVICES.....	10
III.	CONTRACT TERMS AND CONDITIONS .....	40
IV.	INSURANCE REQUIREMENTS.....	55
V.	ATTACHMENTS AND FORMS .....	58
	BID FORM .....	59
	LIVING WAGE FORMS.....	64
	CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT .....	66

## I. INSTRUCTIONS TO BIDDERS

### 1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Igor Scherbakov in the Office of the Purchasing Agent, at [ischerbakov@arlingtonva.us](mailto:ischerbakov@arlingtonva.us). For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 17-007-ITBLW 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 any County staff other than those assigned to the Office of the Purchasing Agent.

**NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER JANUARY 20, 2017, AT 5:00 PM.**

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum 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 Addendum 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 the 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 any 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 TRANACT 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 of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia 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](http://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 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 County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

**21. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT**

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require

goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

## **22. 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 sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

## **23. 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.

## **24. 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 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

## **25. METHOD OF AWARD**

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

Lowest bidder will be determined by: the grand total for year 1 through 5 as determined in the bid form.

## **26. 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. Such 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.

## **27. 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.

## **28. 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 \$35,000 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 Bond within fifteen (15) days after notice of intent to award shall be just cause for cancellation of the award. 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 \$75,000 will be required to be maintained by the successful bidder throughout the Contract Term 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 the completion of the Contract, including all warranty and guarantee periods.

### **D. 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.

## **29. BIDDER MINIMUM QUALIFICATION REQUIREMENTS**

- A. Bidders shall have at least two (2) contracts within the last five (5) years from the date of issuance of this ITB for provision of janitorial services in Federal, State, Local government or financial institution facilities with a contract value of at least \$500,000 per year.

- B. The On Site Project Manager (OPM) shall be a current employee of the Bidder. The OPM shall have a minimum of two (2) years' experience supervising janitorial contracts with annual expenditures of \$500,000 or more.

**BIDDERS SHALL SUBMIT DOCUMENTATION WITH THEIR BIDS THAT DEMONSTRATES COMPLIANCE WITH THE MANDATORY MINIMUM REQUIREMENTS. BIDS THAT DO NOT MEET THESE REQUIREMENTS, OR THAT DO NOT INCLUDE THE REQUIRED DOCUMENTATION, WILL BE SUBJECT TO REJECTION.**

**II. SCOPE OF SERVICES**

**1. BACKGROUND**

The intent of this Invitation to Bid is to establish a Contract with one firm to provide custodial services at the following locations for a five (5) year period.

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

- |     |                                                    |                 |
|-----|----------------------------------------------------|-----------------|
| 1.  | George Mason Center, 1801 North George Mason Drive | 26,180 sq. ft.  |
| 2.  | Madison Center, 3829 North Stafford Street         | 34,250 sq. ft.  |
| 3.  | Courts Square West, 1400 North Uhle Street         | 89,973 sq. ft.  |
| 4.  | Walter Reed Center, 2909 16th Street South         | 30,000 sq. ft.  |
| 5.  | Central Library, 1015 North Quincy Street          | 167,100 sq. ft. |
| 6.  | Ft CF Smith, 2411 North 24th Street                | Not Available   |
| 7.  | Harvey Hall, 850 South Greenbrier Street           | Not Available   |
| 8.  | Berkeley, 2910 South Glebe Road                    | Not Available   |
| 9.  | Westover Library, 1800 North Lexington Street      | 16,403 sq. ft.  |
| 10. | Arlington Mill, 909 South Dinwiddie Street         | 144,647 sq. ft. |

Square footage is total square footage for all facilities. The Contractor will provide custodial services only for the part of the buildings as specified. The Contractor will be shown which parts of building they are responsible for during the pre-bid meeting.

<b>AREA LOCATIONS are defined as follows:</b>			
<b>AREA 1</b>	<b>AREA 2</b>	<b>AREA 3</b>	<b>AREA 4</b>
Berkley	Central Library	Walter Reed Center	Arlington Mill
Courts Square West			
Ft CF Smith			
George Mason Center			
Harvey Hall			
Madison Center			
Westover Library			

As a condition of award, the County may request to inspect the Contractor’s facilities. The County reserves the right to evaluate the quality of Contractor’s work through site visits with Contractor’s references.

**2. STAFF LEVEL REQUIREMENT**

Contract Staffing Levels:

**A. On-Site Project Manager:**

1. Full Time, one (1) person

**B. George Mason Center:**

1. Evening Coverage, two (2) people, 6pm-10pm, Monday through Friday

- C. **Madison Center:**
  - 1. Evening Coverage, two (2) people, 8pm-12am, Sunday through Thursday
- D. **Court Square West:**
  - 1. Evening Coverage, four (4) people, 6pm-10pm, Monday through Friday
- E. **Walter Reed:**
  - 1. Day Coverage, one (1) person, 8am-5pm, Monday through Friday
  - 2. Day Coverage, one (1) person, 10am-4pm, Sunday
  - 3. Night Coverage, three (3) people, 10pm-2am, Monday through Friday
  - 4. Evening Coverage, one (1) person, 4pm-10pm, Saturday
- F. **Central Library:**
  - 1. Evening Coverage, four (4) people, 10pm-2am, Sunday through Friday
  - 2. Day Coverage, 8:30am-5:30pm, Saturday
  - 3. Day Coverage, 12pm-9pm, Sunday
- G. **Westover Library:**
  - 1. Night Coverage, two (2) people, 10pm-2am, Monday through Friday
  - 2. Day Coverage, one (1) person, 2pm-10pm, Saturday
- H. **Ft. C. F. Smith:**
  - 1. Evening Coverage, one (1) person, 6pm-10pm (*hours subject to change*), Monday through Friday
- I. **Harvey Hall:**
  - 1. Evening Coverage, one (1) person, 6pm-9pm, Monday through Friday
- J. **Berkley:**
  - 1. Evening Coverage, one (1) person, 6pm-8pm, Monday, Wednesday, Friday
- K. **Arlington Mill:**
  - 1. Day Coverage, one (1) person, 8am-5pm, 7 days per week
  - 2. Evening Coverage, one (1) person, 5pm-9pm, 7 days per week
  - 3. Night Coverage, four (4) people, 10pm-2am, 7 days per week

3. **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 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 County observes the following holidays where no service will be required:

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

The County may also designate other County-observed holidays.

**The County requires contractor to pay employees for snow days. Project Officer may, upon his discretion, request proof of payment.**

C. As a condition of award, and throughout the Contract Term, the Contractor shall provide Performance Bond in accordance with paragraph 28. SURETY REQUIRED in Section I. INSTRUCTIONS TO BIDDERS of this solicitation.

D. 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.

E. The Contractor shall not use subcontractors in performance of the Work.

#### 4. **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. No new employee shall be working under this Contract before they clear the County's background check.

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 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 Contractor's cleaning staff County ID's. These ID's must be worn at all times when staff is 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 in advance of a temporary change in the Onsite Area Manager (OPM) occurring and provide the name of the replacement employee.

F. The Contractor shall notify the County's Project Officer in writing no later than fifteen (15) days before a permanent change in the Offsite Area Manager occurs and provide the name of their replacement for County approval. The replacement Offsite Area Manager shall meet all qualifications as specified in this solicitation.

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

5. **CONTRACTOR'S EMPLOYEES – ONSITE PROJECT MANAGER (OPM)**

A. The Onsite Project Manager (OPM) shall submit electronically to the County Project Officer by close of business 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 OPM shall be able to communicate in and understand English (both verbal and written). The OPM must respond in a timely manner (within one business day) to the needs communicated by the County's Project Officer.

C. The OPM shall be responsible for all keys assigned, and for the security of the building. If the OPM or any of the Contractor's employees lose any keys, **the contractor shall be liable for the total cost of rekeying of the facility where the keys were lost.**

D. The OPM shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the rules specified under paragraph VII E. below.

E. The OPM 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 building, to the County's Project Officer daily.

F. The OPM shall conduct weekly inspections of the facility to ensure compliance with the contract.

G. **ALL COSTS RELATED TO THE ON SITE PROJECT MANAGER SHALL BE INCLUDED IN THE PRICE BID.**

6. **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 OPM regarding the schedule of cleaning within their assigned area(s).

B. 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. No day laborer is allowed.

C. 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.

D. 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. The OPM shall remove the employee from the premises at the direction of the County.

E. The Contractor's employees shall comply with the following rules at all times:

1. Contractor's employees who are under the influence of alcohol or drugs will not be permitted in the facility.
2. No loud or boisterous conduct is allowed.
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 employees' 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 employee of Contractor.

7. **EQUIPMENT**

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

B. Equipment shall 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. The Contractor shall ensure its employees are provided the necessary safety protection required to do their jobs safely. This includes eye wash stations, blood borne pathogen kits, and basic first aid kits.
- F. 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.

## 8. 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 shall be white. Paper products shall be approved by the County and provided by the Contractor.
- B. Cleaning Supplies:
  - 1. Cleaning supplies shall be Green Seal Standard (GS-37) approved or California Code of Regulation low Volatile Organic Compound (VOC). Some chemicals may be waived of this requirement by the County Project Officer. **The County will require the contractor to provide hospital grade disinfectant in all county facilities.** The County shall approve use and storage of all cleaning products in the facility prior to use.
  - 2. Mixing of all cleaning chemical concentrates and water shall be completed in a designated area approved by the County Project Officer.
- C. Globally Harmonized System (GHS) for all chemicals and solvents used by the Contractor shall be provided to the County's Project Officer for approval. A copy of the GHS 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:
  - 1. 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:

1. 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.

9. **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 OPM 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, which may exceed the normal staffing levels provided by the Contractor under this Contract. 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

Within two (2) weeks of contract award, or on the first (1<sup>st</sup>) day of contract performance, whichever is earlier, 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, e-mail address, and telephone number of assigned Offsite Area Manager;
3. Example of inspection forms and procedures on how inspections will be conducted;
4. Globally Harmonized System (GHS) for all applicable supplies (Chemicals, solvents, etc.) to be furnished by the Contractor prior to use; and
5. A detailed periodic work plan.

D. Contractor Quality Control Program

1. The Contractor shall establish a complete quality control program (QCP) 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 XIII. and XIV. below). 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.

#### **10. 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 Contract. 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 E).

The County's Project Officer or designee may inspect the sites 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 F) 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 of hours per week (90 hours) without a reasonable explanation (sick days of two (2) or fewer per week) then the County will deduct from that month's invoice the hours short multiplied by \$14.50. If the County finds that the time cards have been punched without the staff having worked the hours a \$250 deduction will be taken from the Contractor for each incident.

D. During the first three (3) months of the Contract, the OAM will meet once per week on-site with the County Project Officer and conduct an informal conference call on a daily basis with the County's Project Officer and other designated County staff as necessary for the purpose of discussing performance.

E. After the first three (3) months of the Contract, the OAM shall meet twice a month (formally) and daily (informally via a conference call) 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.

## **11. Arlington County's Green Cleaning Program**

The intent of the 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. The 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 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

**12. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS**

<p><b>PART I - TECHNICAL SPECIFICATIONS</b></p> <p>A. <u>Paper and Trash Collection</u>  All trash and paper shall be removed and deposited at the dumpster sites.</p> <p>1) <u>Receptacle Emptying and Cleaning</u>  All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners.</p> <p>2) <u>Miscellaneous Trash and Paper Collection</u>  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.</p>	<p><b>PART II - PERFORMANCE STANDARDS</b></p> <p>A. <u>Paper and Trash Collection</u></p> <p>1) <u>Receptacle Emptying and Cleaning</u>  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.</p> <p>2) <u>Miscellaneous Trash and Paper Collection</u>  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.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.

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.

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.

3) Receptacle Cleaning and Disinfecting

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

B. Restroom Cleaning and Servicing

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 cannot 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

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.

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.

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 placed under or around furniture legs to prevent rust stains.

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 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.



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 refurbish 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.

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

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 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

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 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 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

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 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 streaks left on the surface.

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).

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

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

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.

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 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.

2) Hand Rail Cleaning

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.

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

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.

K. 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) 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.

L. 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.

M. 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

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.

K. 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

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.

L. 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.

M. 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.

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) Special Jobs

Same standards as in L, 2).

### 13. FREQUENCIES OF TASKS BY LOCATION

#### AREA 1:

The buildings in Area 1 include two (2) Park and Recreation Centers (Madison, Ft CF Smith), one (1) library (Westover), one (2) office buildings (Courts Square West and George Mason Center), two (2) Outreach centers ( Berkley, Harvey Hall).

A. ALL OFFICE CHAIRS ARE TO BE SHAMPOOED ANNUALLY.

#### SERVICE FREQUENCIES

##### A. LOBBIES AND PUBLIC AREAS

###### 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. Custodial equipment/supply closet will be kept neat and clean
8. Clean passenger elevator door tracks and doors
9. 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:

- a. Tile floors dust mopped, damp mopped and burnished

Tuesday – Thursday:

- a. 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

#### D. RESTROOMS

##### Daily:

1. Trash receptacles are to be emptied and trash removed
2. Wash all trash receptacles, including sanitary napkin disposal receptacles, with 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 partitioning 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

#### 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
5. Carpet and fabric furniture vacuumed; carpet spot cleaned with spot or stain remover; and furniture spot cleaned with a mild solution of shampoo and water
6. Complete meeting setups as needed



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)

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:

- a. 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)

**AREA 2: CENTRAL LIBRARY**

Central Library, 1015 North Quincy Street; five (5) public restrooms, eight (8) staff restrooms, two (2) public meeting rooms, three (3) staff conference rooms, one (1) staff lounge with kitchen, one (1) public kitchen area, three (3) elevator lobbies, one (1) materials processing area, one (1) receiving area, one (1) audio/visual area, children's section, business area, reference work room, administrative offices and research room.

**All cleaning specifications in Area 1 will be followed in Area 2.** Regular cleaning (BID FORM LINE 14a) shall occur on Sunday through Friday from 10:00 pm to 2:00 am. Day porter service will be provided on Saturday and Sunday. In addition to the tasks described in this specification, the following conditions and/or tasks shall be applicable to the Central Library:

The Contractor shall:

1. Provide and require that all Contractor employees wear uniforms and identification which clearly identifies who they are and for whom they are employed.
2. Complete meeting room set-ups while on duty. Schedule will be provided by the County.
3. Wear a pager/cell phone (Day porter Saturday and Sunday) provided by the Contractor and respond to all custodial emergencies while on duty at the Central Library.
4. Clean elevators and elevator landings in the parking garage.
5. Empty outside trash containers around the outside of the building. Police outside grounds on weekends only.
6. Perform project cleanings, i.e., floor stripping and waxing, when the library is closed for holidays or on the night shift.
7. Carpet cleaning schedule by area:

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

8. In addition to base service specified for this location, day porter (coverage) service is required at the Central Library on Saturday 8:30am to 5:30pm and Sunday from 12:00 noon to 9:00 pm. Supplies shall be furnished by the Contractor as part of the base service, if awarded. The service shall be priced using the day personnel rates bid for actual hours worked. There is no separate bid entry for this service.
9. Duties of the personnel assigned to the above locations shall include the general custodial duties outlined in the bid specifications and custodial duties within the scope of the Contract as may be assigned by the County building supervisor. The day personnel assigned must be fluent in the English language to be able to respond to the needs of Central Library staff. Services to be provided by the day person includes, by way of illustration and not limitation:
  - a. Opening and closing building, including parking garage gates
  - b. Turning on/off lights
  - c. Clean and refill supplies in all restrooms
  - d. Clean kitchen area
  - e. Sweep and vacuum floor, spot clean glass door in lobby area
  - f. Clean conference room and auditorium, **set up auditorium for meetings, as needed 7 days per week**
  - g. Clean tile areas and entrance to building
  - h. ALL OFFICE CHAIRS ARE TO BE CLEANED ANNUALLY
  - i. Dusting of all book shelves once per week
  - j. Entrance doors cleaned daily, Glass window on main stair case cleaned weekly. Glass windows leading to auditorium cleaned inside and outside weekly

**AREA 3: Walter Reed Recreation Center**

The following attachments describe the maintenance program that the County expects the Contractor to follow. Chemical products and procedures identified in the attachments must be use. No substituting of chemical products and procedures will be allowed. Office furniture will be shampooed annually.

1. For maintenance on wood floors please see attachment (Bona Sport SuperSport HD) C

2. For maintenance on concrete floors please see attachment (SureFinish Industrial Floor Wax) D
3. Required equipment for this facility:
  - a. Wide area vacuum
  - b. Low speed buffer
  - c. Auto scrubber
  - d. Walk behind buffer
  - e. Wet Vacuum
4. The contractor shall provide to the day porter a cell phone.

#### SERVICE FREQUENCIES

##### A. DAY PORTER RESPONSIBILITIES

1. Clean spills as they occur
2. Clean seven (7) restrooms
3. Police grounds, empty trash cans around building
4. Respond to meeting setups as necessary
5. Police canteen (remove trash, etc.)
6. Police kitchen (remove trash, etc.)
7. Police teen lounge (remove trash, etc.)
8. Police lobby and public areas
9. Support Multipurpose Senior Center / DHS Adult Day Care Program
10. Clean administrative office area
11. Clean entrance door windows (three entrances)

##### B. LOBBIES AND PUBLIC AREAS

###### Daily:

1. Clean bright metal fixtures, rails and/or surfaces with a damp cloth
2. Concrete floors will be dust mopped, damp mopped
3. Spot clean walls
4. Wash all entrance doors, glass doors and glass walls
5. 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
6. Trash receptacles emptied, wiped clean inside and outside, trash removed to dumpster. New clear trash receptacle liners to be installed
7. Custodial equipment/supply closet will be kept neat and clean

###### Periodic:

1. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly
2. Mini-blinds to be dusted monthly and washed quarterly
3. Dust and wash the light fixtures monthly
4. All surfaces 96 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly
5. Stained concrete floor buffed three (3) times per week

6. Stained concrete floor refinished annually

#### 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
2. Clean doors and kick plates, both sides
3. Spot clean walls and partition glass
4. All carpets are spot cleaned daily

##### Periodic:

1. Door frames, window frames, diffusers, and return vents dusted weekly
2. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are washed monthly
3. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted weekly and washed quarterly
4. Mini-blinds to be dusted monthly and washed quarterly
5. Wooden desks, tables and consoles are to be cleaned and polished weekly
6. 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
7. Carpet areas vacuumed three (3) times per week
8. Carpets extracted annually
9. Vinyl floors will be refinished 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/ dust mop concrete floors using a neutral cleaner. 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 partitioning, weekly
2. Wash floor drains weekly
3. Concrete floors will be buffed twice per week
4. Wash ceiling, light fixtures and wall vents monthly
5. All walls in the locker rooms will be thoroughly wiped down with disinfectant monthly
6. Tops of lockers in locker rooms will be wiped down weekly

7. Concrete floors refinished annually

E. MULTI-PURPOSE ROOM / SENIOR / CARD ROOM

Daily:

1. Trash receptacles to be emptied, wiped clean with damp cloth and trash removed to dumpster. New trash receptacle liners to be installed
2. Tables, chair legs, and other furniture wiped clean with damp cloth
3. Spot clean walls, glass walls, doors and kick plates
4. Vinyl floors dust mopped, mopped 3x per week, and burnished 2x per week
5. 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. Vinyl floors will be refinished annually

F. CANTEEN / TEEN LOUNGE / ARTS AND CRAFT ROOM

Daily:

1. Concrete floors will be dust mopped, mopped, and burnished three (3) times per week
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
4. Vinyl floors will be dust mopped, mopped using well wrung out mop three (3) times per week, and burnished twice per week

Periodic:

1. Concrete floors machine scrubbed and refinished annually. (See attachment D)
2. 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
3. Trash receptacles wiped clean inside and outside, weekly
4. Vinyl floors will be refinished annually

G. KITCHEN

Daily:

1. Sweep, mop, and burnish concrete three (3) times per week
2. Spot clean walls
3. Clean sinks and counter tops
4. Empty trash cans. Replace trash can liners

Periodic:

1. Concrete floors machine scrubbed and refinished annually. (See attachment D)
2. Wipe all doors and door knobs weekly
3. Clean walls up to 96" monthly

H. BASKETBALL COURT/ WOOD EXERCISE ROOM

NOTE: See attachment C on how to care for wood floors

Daily:

1. Dust mop wood floors

2. Empty trash cans
3. Spot clean glass mirrors
4. Spot mop floors using a well wrung out mop with BONA PRO SERIES SPORT & COMMERCIAL CLEANER (see attachment C)

Periodic:

1. Wet mop and dry buff basketball court three (3) times per week
2. Dry buff exercise room three (3) times per week
3. Clean glass mirrors once per week
4. Wipe down wood grab bars in the exercise room twice (2) per week
5. Wipe down benches and stands once per week in basketball area
  
6. Annually wood floors will be refinished using BONA SPORT SUPERSPORT HD (See attachment C)

**AREA 4: Arlington Mill**

Arlington Mill is a recreation facility with a basketball court and a five (5) story multi use facility. Floor three (3) *except* for the restrooms do not require cleaning.

1. Chairs will be shampooed annually.

Service Frequencies:

A. LOBBIES AND PUBLIC AREAS

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 swept, damp mopped and burnished three (3) times per week
4. Spot clean walls
5. Wash all entrance doors, glass doors and glass walls
6. Carpet/floor mats vacuumed and spot cleaned with spot or stain remover

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 shall be dusted and washed monthly
4. Tile floors stripped and refinished annually
5. Dust and wash the light fixtures semiannually
6. 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.

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 three (3) times per week
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 semiannually
3. Carpet extracted annually (NOTE: All doors and baseboards must be washed and polished after carpet is extracted.)
4. Concrete floors stripped and refinished annually
5. All doors and baseboards must be washed and polished after carpet is extracted
6. Dust walls, high ledges, sills, rails, metal trim, molding and ceiling vents weekly and washed quarterly
7. Ceramic tile floors scrubbed and grout cleaned

C. OFFICES/CLASSROOM/COMPUTER ROOM

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
5. Tile floors dust mopped, damp mopped and burnished
6. 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/Vinyl 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.

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 partitioning, weekly
2. Wash floor drains weekly
3. Tile floors shall be buffed two (2) times per week
4. Tile floors shall be machine scrubbed once (1) a month with ceramic disinfectant and grout cleaners and the entire project is to be completed within one (1) month period in the entire building
5. Replace the de odorant ball in waterless urinals as needed (see Attachment E)
6. Wash outside of commodes and urinals as well as all fixtures with a disinfectant soap after the tile floors are machine scrubbed
7. Floors to be stripped and refinished annually
8. Scrub area under all commodes and bottom of walls with a deck brush once weekly
9. Wash ceiling, light fixtures and wall vents monthly
10. All walls in the locker rooms will be thoroughly wiped down with disinfectant monthly
11. Tops of lockers in locker rooms will be wiped down weekly
12. Every 2 weeks, apply 3oz of waterless urinal sealing liquid (see attachment E for specifications)

E. MULTI PURPOSE ROOMS

Daily:

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

Periodic:

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

F. BREAK ROOM/LUNCH 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:

- a. 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/ Vinyl floors stripped and refinished annually

#### G. STAIRWELLS

Weekly:

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

#### H. EXERCISE ROOM

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. Wipe down the mats weekly
4. Clean window blinds weekly
5. Wipe windowsills weekly
6. Clean bins for equipment monthly
7. Clean steps (for step aerobics) monthly

#### I. BASKETBALL COURT (NOTE: See attachment D on how to care for basketball floors)

Daily:

1. Dust mop wood floor with treated dust mop
2. Empty trash cans
3. Spot mop as needed floors using a well wrung out mop
4. Wet mop court daily

Periodic:

1. Wipe down benches and stands once per week in basketball area

#### J. KITCHEN

Daily:

1. Sweep, mop floors
2. Spot clean walls
3. Clean sinks and counter tops
4. Empty trash cans. Replace trash can liners

Periodic:

1. Wipe all doors and door knobs weekly
2. Clean walls up to 96" once a month
3. Machine scrub floors four (4) times per year

K. LOADING DOCK/RECYCLING ROOM

Daily:

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

Periodic:

1. Machine scrub recycling room floor annually
2. Pressure wash loading dock and loading dock bays monthly
3. Sweep and mop recycling room twice per week

L. GROUNDS STAFF RESPONSIBILITIES:

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

### 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. 17-007-ITBLW.

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 the "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. 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

Work under this Agreement will commence on the date of the execution of the Agreement by the County. All Work defined in Attachment A, shall be completed no later than November 30, 2021. No Work shall be deemed complete until it is accepted by Project Officer.

#### 4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 17-007-ITBLW at the prices provided in the bid of the Contractor.

#### 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 this 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 County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County 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. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County

standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

#### **8. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

#### **9. 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 Officer, 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.

#### **10. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar 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 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.

### **11. 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 goods or services provided under this Contract or substitutes for such goods or 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.

### **12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

### **13. 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 goods or services without a signed County Purchase Order, it does so at its own risk and expense.

### **14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The

Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

**15. 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.

**16. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

**17. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") 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.

**18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its Work pursuant to 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 state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary 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 such 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 the provisions will be binding upon each subcontractor or vendor.

## **23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

## **24. 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 a controlled substance or marijuana 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 in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor 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.

## **25. 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 Initial Contract Term, any Subsequent 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 therefor.

## **26. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) 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) within 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.

## **27. 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.

## **28. 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.

### **29. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights 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, work, 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. 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.

### **30. 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 the 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 of the Contract.

### **31. 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.

### **32. ETHICS IN PUBLIC CONTRACTING**

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

### **33. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, 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.

### **34. 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 and beyond 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 control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

### **35. 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 Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

### **36. 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 payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. 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.

### **37. 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 goods or services purchased or acquired by the County under this Contract.

### **38. 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.

### **39. AUDIT**

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

### **40. 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.

### **41. AMENDMENTS**

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

### **42. 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.

### **43. 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 a decision of the Project Officer, County Manager, County Board, or a court of law.

### **44. 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 thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**45. 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.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

**51. 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.

**52. 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.

**53. NOTICES**

Unless otherwise provided herein, all legal 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO THE COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**54. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**55. ADA COMPLIANCE**

Compliance with the Americans with Disabilities Act of 1990 (“ADA”) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance therewith. The Contractor’s responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
  
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
  
- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor’s offices or facilities, even where pets are generally prohibited.



- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

**56. 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.

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 Attachment     );
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 Attachment     ). 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.

**57. 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. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.

- 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. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. 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 AND FORMS

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-007-ITBLW

B I D F O R M

**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 TUESDAY, FEBRUARY 7TH 2017

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

**I. PRICING**

LOCATION	1st YEAR ANNUAL COST	2nd YEAR ANNUAL COST	3rd YEAR ANNUAL COST	4th YEAR ANNUAL COST	5th YEAR ANNUAL COST
1. Arlington Mill	\$	\$	\$	\$	\$
2. Court Square West	\$	\$	\$	\$	\$
3. Central Library	\$	\$	\$	\$	\$
4. Madison Center	\$	\$	\$	\$	\$
5. Westover Library	\$	\$	\$	\$	\$
6. George Mason Center	\$	\$	\$	\$	\$
7. Walter Reed Recreation Center	\$	\$	\$	\$	\$
8. FT CF Smith	\$	\$	\$	\$	\$
9. Berkley					
10. Harvey Hall					
<b>TOTAL BID PER YEAR</b>	\$	\$	\$	\$	\$
<b>GRAND TOTAL (YEAR 1 THROUGH YEAR 5)</b>				\$	

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

Refer to the ITB documents for additional information about the Living Wage policy.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

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

BIDDER NAME: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a 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):

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

**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 ADDENDUMS, 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 AND THE CONTRACT, IF AWARDED (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.:		
VA. CONTRACTOR LICENSE #:					
<p style="text-align: center;">THIS FIRM IS A: • INSERT NAME OF STATE _____          ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP,          ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY,          ___ SOLE PROPRIETORSHIP</p>					
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:

ATTACHMENT 

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

**\$14.50 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:

**\$14.50 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  
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT**

Quarter: \_\_\_\_\_ to \_\_\_\_\_

Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE	GROSS EARNINGS ON THIS CONTRACT

By signing this form, the above-listed company certifies that the information provided is accurate and complete.

## II. BID SUBMISSION REQUIREMENTS

Bidders shall submit the following documentation with their bids. Bids that do not include the required documentation will be subject to rejection.

### MANDATORY REQUIREMENTS:

Bids that do not meet the mandatory minimum requirements will be subject to rejection.

1. Bidders shall have at least two (2) contracts within the last five (5) years from the date of issuance of this ITB for provision of janitorial services in Federal, State, Local government or financial institution facilities with a contract value of at least \$500,000 per year each.

\_\_\_\_\_ YES    \_\_\_\_\_ NO

For each project, on a separate sheet, provide all of the following information:

- Contract owner,
- Name, phone number, email to the owner's Project Officer,
- Contract start date and end date,
- Annual contract value,
- Scope of work of the contract.

2. The Off Site Area Manager (OAM) shall be a current employee of the Bidder. The OAM shall have a minimum of two (2) years' experience supervising janitorial contracts for similar size accounts.

\_\_\_\_\_ YES    \_\_\_\_\_ NO

On a separate sheet, please provide the following information:

- Proposed Off Site Area Manager's name,
- Training, and any applicable certifications,
- Resume demonstrating required experience, to include description of responsibilities.

### OTHER SUBMISSION REQUIREMENTS:

1. Bidders shall provide a brief history of the company, length of existence, types of services provided, experience with local governments and similar contracts.
2. Bidders shall provide their firm's organizational chart.
3. Bidders shall provide all forms that were submitted to one of their current clients for three (3) consecutive months within the last year (use one of the references provided under section III. below). 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 the Bidder.
4. Bidders shall submit a Bid Bond in the amount of \$35,000.00.

**5. III. REFERENCES**

6. The Bidders shall submit five (5) references that can discuss with the County the scope and quality of work performed by the Contractor. At least three (3) of these references must be current contracts. References may include projects listed under II.1. above. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

**7. REFERENCE No. 1**

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	
Contract type (commercial, residential, etc.):	

**8. REFERENCE No. 2**

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	
Contract type (commercial, residential, etc.):	

**9. REFERENCE No. 3**

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	

Annual Contract value:	
Contract start/end dates:	
Contract type (commercial, residential, etc.):	

**10. REFERENCE No. 4**

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	
Contract type (commercial, residential, etc.):	

**11. REFERENCE No. 5**

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	
Contract type (commercial, residential, etc.):	

**12. IV 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.**

ITEM	BRAND
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

---

BIDDER NAME: \_\_\_\_\_

**13. V. 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. COMMUNE BRUSH	_____	_____
s. WINDOW CLEANING UTENSILS	_____	_____

**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:

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:

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:

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.

TECHNICAL SPECIFICATIONS	UNIT	DEDUCT COST
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

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