

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

NOTICE OF AWARD OF CONTRACT

TO: SECURECORP, INC.
1529 OLD BRIDGE ROAD, SUITE 102
WOODBIDGE, VA 22192

DATE ISSUED: March 8, 2012

CURRENT REFERENCE NO: 621-12LW

CONTRACT TITLE: DES - SECURITY GUARD
SERVICES - WPCB

PRIOR REFERENCE NO: 392-12LW

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 IMMEDIATELY and expires on DECEMBER 31, 2021.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 621-12LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO CONTRACTOR'S BID FORM
- 2) ARLINGTON COUNTY INVITATION TO BID NO. 621-12LW
- 3) PRICING FOR THE FIRST FIVE YEARS IS AS STATED ON THE BID FORM, PRICE ADJUSTMENT WILL BE AT THE RATE OF 2.5% BEGINNING AT THE 6TH YEAR OF THE CONTRACT.

SERVICE CONTRACT WAGE REQUIREMENT:

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

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: THOMAS M. POKUSA
VENDOR TEL. NO.: 703-499-9359

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-499-9389

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1681900

EMAIL ADDRESS: tom.pokusa@securcorp.com

COUNTY CONTACT: GREGORY BRUNO
COUNTY TEL. NO.: 703-228-6821

CONTRACT AUTHORIZATION

DISTRIBUTION


Maryam N. Zahory, CPPA
Procurement Officer

3/8/2012
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 521-12LW

B I D F O R M
Page 1 of 8

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 3:00 P.M., ON JANUARY 10, 2012

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

The undersigned understands and acknowledges the following:

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

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

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

BEST VALUE BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall submit all items listed under the paragraph titled "BEST VALUE BID SUBMISSION REQUIREMENTS" on page 9 of this solicitation.

HOURS TYPE	HOURLY RATE				
	2012	2013	2014	2015	2016
REGULAR HOURLY RATE	\$ 18.75	\$ 19.13	\$ 19.51	\$19.90	\$20.30

NOTE 1: Overtime hourly rate is 1.5 times the individual employee's hourly rates. Contractor can only charge overtime to the County if the County fails to notify the change in hours within 14 hours to the security firm and causes the guard to work over 40 hours in any one week)

BIDDER'S NAME: SECURCORP, Inc.

NOTE 2: Holiday hourly rate is 2.0 times the individual employee's hourly rates. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

- (X) 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'S NAME: SECURCORP, 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):

SECURCORP, Inc.

1529 Old Bridge Road, Suite 102, Woodbridge, VA 22191

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

AUTHORIZED SIGNATURE



PRINT NAME AND TITLE Thomas M. Pokusa, President

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

NAME (PRINTED): Thomas M. Pokusa TITLE: President

E-MAIL ADDRESS: tom.pokusa@securcorp.com TEL. NO.: 703-499-9359

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>SECURCORP, Inc.</u>	
ADDRESS: <u>1529 Old Bridge Road, Suite 102</u>	
CITY/STATE/ZIP: <u>Woodbridge, VA 22192</u>	
TELEPHONE NO: <u>703-499-9359</u>	FACSIMILE NO.: <u>703-499-9389</u>
TAX ID NUMBER (EIN/SSN): <u>54-1681900</u>	VA. CONTRACTOR LICENSE #:
THIS FIRM IS A: * INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?	<u>Yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	<u>0416332-5</u>
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?	<u>No</u>
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/> WOMAN OWNED: <input type="checkbox"/> NEITHER: <input checked="" type="checkbox"/>

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

INVITATION TO BID NO. 621-12LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 10TH DAY OF JANUARY, 2012 FOR:

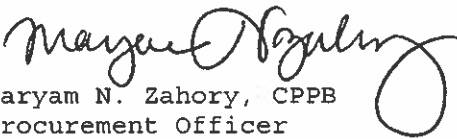
PROVISION OF SECURITY GUARD SERVICES BY A LICENSED AND QUALIFIED SECURITY GUARD FIRM TO PROVIDE ON-SITE SECURITY GUARD PERSONNEL FOR THE COUNTY WATER POLLUTION CONTROL BUREAU ("WPCB") ENTRY GATES AND LOBBY OF THE OPERATIONS CONTROL BUILDING, AS NEEDED FOR UP TO TEN YEAR PERIODS

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

AN ADVANCE NONREFUNDABLE FEE OF \$5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

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 its acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent


Maryam N. Zahory, CPPB
Procurement Officer

mzahory@arlingtonva.us

(SPEC)

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted in writing to Maryam Zahory in the Office of the Purchasing Agent, at mzahory@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: ITB No. 621-12LW Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

2. COMPETITION INTENDED

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

3. BID FORM SUBMISSION

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

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

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

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

4. BIDDER CERTIFICATION

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

5. EXCEPTIONS

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

6. NONCONFORMING TERMS AND CONDITIONS

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

7. EQUIVALENT EXPERIENCE AND REFERENCES

8. ERRORS IN EXTENSION

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

9. 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.

10. 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.

11. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements

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

12. 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.

13. QUALIFICATION OF BIDDERS

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

14. 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.

15. 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.

16. 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.

17. 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.

18. AUTHORITY TO TRANSACT BUSINESS

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

19. VIRGINIA CONTRACTOR LICENSE (NOT USED)

20. 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.

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

22. PARKING

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

23. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require 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 in the contract.

24. TRADE SECRETS OR PROPRIETARY INFORMATION

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

25. 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.

26. 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.)

27. BEST VALUE APPROACH

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

- a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. Whether the bidder provides goods or services that are the best value for the County;
- d. The character, integrity, reputation, judgment, experience, and/or efficiency of the bidder;
- e. The quality of work and of performance under previous contracts or services;
- f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- h. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the bidder's taxes or assessments are delinquent;

- i. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.

28. BEST VALUE BID SUBMISSION REQUIREMENTS

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

- a. Documentation of compliance with the applicable provisions of the Code of Virginia, Article 2.0, Title 9-182 (Compulsory training standards for private security services business personnel) and Article 2.1, Title 9.183 (Private Security Services Businesses) as administered by the Virginia Department of Criminal Justice Services.
- b. Documentation of a complete criminal background check for each guard intended to be assigned to this contract. The background check shall cover the states of Virginia and Maryland, and the District of Columbia governments. The County reserves the right to refuse guards based on the results of the check.
- c. A list of all training and benefits that the bidder's firm provides to its employees and the specific training received by each guard intended to be assigned to this contract.
- d. Standard policies and procures specifically their training policy, and sample of training handbook and materials used in training of security guards and personnel.
- e. Bidders shall submit verification of previous local Government security experience; for at least three (3) years within the past five (5) year period, from January 2007 to December 2011.
- f. A description of how the services that would be provided by the bidder's firm under the contract anticipated by this solicitation would provide the County better value compared to other bidders.
- g. Listing of official business vehicles and any equipment that the bidder intends to use in fulfilling the contract anticipated by this solicitation.
- h. A list of the employees intended to be assigned to work on the County property under the contract anticipated by this solicitation, including their names, titles, and current hourly wage rates. If any of these employees' current hourly wage rates is less than \$12.75, the bidder must include an acknowledgement of the bidder's intent to comply with Service Contract Wage requirements in this solicitation.

29. BEST VALUE AWARD PROCESS

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

For each bid received, and for each criterion listed, County staff will

assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

30. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

31. CONDITIONS OF THE RIDER CLAUSE

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

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

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

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

32. NOTICE OF DECISION TO AWARD

The County will post a written Notice of Decision to Award in the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

II. SCOPE OF SERVICES

A. The Contractor shall provide guard services, as requested, to the assigned stations as follows. These are the estimated times and dates. The County has the right to increase or decrease the services and will give the Contractor a minimum of 12 hours advanced notice for Sat/Sun/Holiday services. Security Guard services shall be for one or more assigned stations, which shall be Plant entry gate(s) or the lobby of the Operations Control Building.

GATE #	MONDAY TO FRIDAY (EXCEPT HOLIDAY)	START DATE	END DATE
6	5:30am - 7:00 pm	1/01/2012	9/30/2012 (or longer)
8	5:30am - 7:00 pm	1/01/2012	6/30/2012
11	5:30am - 7:00 pm	1/01/2012	12/31/2013

The County may request additional services for Sat, Sun or Holiday with a minimum 12 hours advance notice.

GATE #	SATURDAY SUNDAY AND HOLIDAY (WILL GIVE A MINIMUM 12 HOURS ADVANCE NOTICE)	START DATE	APPROX. END DATE
Gate 6,8 and 11	6:00 am - 7 pm (average 0 to 2 times/month and may include Sunday)	1/01/2012	12/31/2013

B. LOCATION OF SERVICE

Arlington County Water Pollution Control Bureau
3402 South Glebe Road.
Arlington, VA

C. SERVICE REQUIREMENTS

At a minimum the duties of the security guards shall include the following:

1. Maintain the entrance gates at Glebe Rd. and Fern St. and other locations, as requested, in a closed status/position
2. Comply with the attached Bureau Access Entry Policy, as amended
3. Report to duty at the assigned time and station.
4. Ensure that only authorized County employees, authorized County contractors and those of other authorized business gain entry to the

Water Pollution Control complex. This means that when a vehicle, or person, approaches a gate to the Plant, the guard assigned to that gate shall:

- a. Leave the guardhouse, or the guard's car if he or she is sitting there;
 - b. Signal the vehicle to stop;
 - c. Approach the vehicle by the driver's window;
 - d. Require that the driver produce identification - County identification card, driver's license or identification card from the person's employer, determine the destination within the Plant of the driver;
 - e. Call the administrative assistant to confirm that the driver is expected (only if they do not have the WPCB ID);
 - f. Provide the individual(s) with a temporary ID that has a unique number and obtain a signature in the logbook;
 - g. Direct or request an escort for visitors who are unfamiliar with the Plant to the area he or she is visiting
 - h. Secure the gate after the Entry of the individual/vehicle; and
 - i. At the end of the shift, secure the assigned station(s);
5. Issue daily parking permit for the County visitors when visitors are entering the gate.
6. The Guard may be required to provide patrol of parking areas if the County determines this is necessary. If it is determined that this service is necessary, an agreed upon schedule will be developed. Plant staff will provide orientation to the Guard(s) with the necessary information and Parking Policy for Guard(s) to perform their duties.
7. The schedule may be revised if the County and the Contractor agree that such change is necessary. All schedule revisions must proceed with fourteen (14) business days advanced notice.
8. The Contractor shall train with incumbent Contractor for a minimum of ten (10) work days prior to the start of the contract period (January 01, 2012); for the new firm to become familiar with the Plant and procedures.

D. RECORDKEEPING REQUIREMENTS:

At a minimum the guard shall record the following data for all visitors:

- 1) Driver's full name and the names of any other occupants in the vehicle
- 2) Vehicle's make and model;
- 3) Vehicle's license number and issuing state;
- 4) Date of the visit; and
- 5) Reason for the access.

E. REQUIREMENT FOR CHILDREN ENTRANCE TO THE FACILITIES:

Prior to allowing entry, if children (individuals less than 18 years of age) are present in the vehicle or with the party attempting to enter the facility, the guard shall:

- 1) Contact the Administrative Assistants during normal working hours (the shift supervisor will be the second point of contact if the administrative assistants are not available), the shift supervisor for after hours (5 pm to 8 am) and the safety specialist.
- 2) All visitors shall be given a copy of the "Liability Waiver" form. The Parent/Guardian and or responsible adult accompanying the child shall complete, sign, and return the form to the guard on duty
- 3) The guard on duty shall verify the completions, accuracy and signature.
- 4) The guard on duty shall contact the plant shift supervisor and or the administrative assistant on duty and ask for permission to allow entry.
- 5) The guard on duty shall only issue temporary ID for the visitors that have received entry permission.
- 6) Visitors accompanied by children that refuse to sign the "Liability Waiver" form SHALL NOT be allowed to enter the plant.
- 7) At the end of each day the Contractor shall submit to the County Project Officer the visitor log, the collected Child Liability Waiver forms.

F. REPORTING REQUIREMENT:

- 1) The Contractor shall deposit to the location designated by the County Project Officer all collected Liability Waiver forms, log sheets, and exception logs at the end of each day.
- 2) The Contractor shall be responsible for maintaining the Daily Exception Logs.
- 3) The Contractor shall make entries in the logs using ink and block prints in a legible format.

G. EMERGENCY SITUATIONS REQUIREMENTS:

- 1) All visitors, Contractors and personnel shall adhere to the Water Pollution Control Bureau, Safety Policy, Plant Access Procedure.
- 2) The Shift Supervisor will inform the guard on duty of all emergency and provide instructions for the exceptions to the Water Pollution Control Bureau, Safety Policy, and Plant Access Procedure.
- 3) The guard on duty shall follow the Shift Supervisor and or the Site Incident Commander's directions to respond to the emergency situations.
- 4) The guard on duty shall enter the data for service vehicles by type (i.e. fire, ambulance, police, military, etc.), approximate number of personnel, and other pertinent data.
- 5) The Contractor shall be advised; if the emergency situation necessitate, in order to respond efficiently and due to inter-jurisdictional mutual aid agreements, vehicles of police and emergency response teams of various jurisdictions and states may attempt to enter the facility.

H. SUPERVISION AND STANDARDS OF CONDUCT REQUIREMENTS

1. The Contractor shall assign only those employees that meet all the qualification and regulatory requirements.
2. The Contractor shall be responsible for daily supervision and enforcement of discipline among its employees at a minimum the following shall be strictly enforced:
 - a. The guard shall report promptly to assigned work location.
 - b. The guard shall wear personal protection equipment (safety goggle, safety vest, safety shoes, and hard hat) and the designated uniform of the company while on duty being sure that the guard's name and company name are readily visible on the outer garment. Appropriate Personal Protection Equipment must be provided by the Contractor to ensure safety of all guards.
 - c. The guard shall provide prompt, polite and efficient responses to the inquiries of visitors and County personnel
 - d. The guards shall provide excellent customer service and ensure that the policies and procedures are strictly followed.
 - e. The guards shall adhere without any exceptions to the non-smoking policy in the County facilities.
 - f. Guard shall not eat at the gate. All meal breaks shall be taken in the lunch room on the 2nd floor of the Operations Control Building and New Maintenance building.
 - g. The guard shall remove trash from the guardhouse at end of each day and make sure the guardhouse(s) is cleaned.

- h. The guard is expected to behave in a professional, courteous manner that reflects well on their company and Arlington County. Rudeness or other inappropriate behavior exhibited toward other contractors, visitors, guests and staff will not be tolerated.
 - i. Failure to maintain the above referenced standards shall result in removal [barred from the site] of the Contractor's employee from this contract. Consistent failure on the part of the Contractor to provide employees who are willing and able to maintain standards may result in the termination of this contract.
 - j. The County will provide the Contractor with the radios to be used by the guards. The guards shall use the radios to maintain contact and communication with the County Operations Supervisor and/or County Project Officer.
 - k. The guards shall have half an hour for a meal break and other reasonable breaks as necessary.
3. The Contractor shall submit its procedures for notification of the County for reporting guard's absence or late arrival.
4. The Contractor shall be responsible for the loss and damage of County, County employees, and County clients and visitors property, if proven beyond a reasonable doubt that the Contractor's employee(s) is responsible for such loss or damage.

I. REGULATORY ACCESS:

The following regulatory agencies can access the County facilities:

- Virginia Occupational Safety and Health Administration ("VOSHA");
- Environmental Protection Agency ("EPA");
- Department of Environmental Quality ("DEQ"); or
- Any other State or Federal regulatory agencies

Occupants of all official vehicles are to visibly present/display their identification to the guard.

The guard shall check the officially issued picture identification of all visitors and record their data in the log.

The guard shall notify the shift supervisor and or Administrative Assistant on duty to notify the Bureau management and to obtain entry permit.

J. EXCEPTIONS:

- 1) In the case of an emergency where the WPCB has requested an emergency vehicle, the Shift Supervisor shall notify Security that emergency vehicles are in route to the plant. Security Guard will respond immediately to intercept the emergency vehicle(s) at the plant. The Supervisor must send a Plant Representative to the gate to direct emergency equipment to the proper location.

- 2) Emergency vehicles such as Fire and Police should be allowed immediate access if the WPCP has requested assistance or if the Site Incident Commander requests this. The Shift Supervisor will notify Security of this. Security must log the entry/exit of vehicles and location of the emergency. The guard will determine the reason for the entry, log the vehicle information on the log sheet, and inform the administrative assistant or shift supervisor (if after hours) immediately of the vehicle's presence.

- 3) The National Guard or the U.S. Military will be allowed immediate access if the WPCP has requested assistance or if the Site Incident Commander requests this. The Shift Supervisor will notify Security of this. Security must log the entry/exit of vehicles and location of the emergency. The guard will determine the reason for the entry, log the vehicle information on the log sheet, and inform the administrative assistant or shift supervisor (if after hours) immediately of the vehicle's presence

WATER POLLUTION CONTROL BUREAU

SUBJECT: BUREAU SAFETY POLICY, PLANT ACCESS PROCEDURE (ENTRY AND EXIT)

EFFECTIVE DATE: JANUARY 2, 2007

REVISED DATE: AUGUST 28, 2007 REVISION #1

1. INTRODUCTION: The Water Pollution Control Bureau, Arlington County, Virginia, mission is to safely and economically process wastewater and hazardous waste materials for a healthy environment for all to live. In essence, the bureau maintains and protects the environment while protecting and preserving the health and safety of our employees and other customers. This policy serves to clarify the Entry and Exit procedures and expectations that all employees are required to follow. This policy assists and complements various safety and security policies and objectives.
2. OBJECTIVE: The objective of this policy is to clearly define the Entry and Exit procedures that each bureau employee, contractors, and visitors must follow.
3. PURPOSE: To provide the support that is necessary to ensure the proper Entry and Exit of all bureau employees, visitors, and contractors and define the responsibility and authority relationships that are necessary for the successful implementation and maintenance of this policy. This policy provides a mechanism to minimize the probability of unauthorized personnel gaining access to the WPCB facilities which would represent a significant safety hazard to the unauthorized individual(s) and to other authorized personnel at the facility.
4. POLICY: All employees, visitors, and contractors must:

A. GUARD

- 1) Maintain the entrance gates at Glebe Rd. and Fern St. in a closed status/position
- 2) Stay at the guard station
- 3) Physically approach every vehicle/individual that attempts Entry/Exit.
- 4) Prior to allowing Entry/Exit, verify that the county employee, contractor, etc. has a proper County picture ID or WPCB ID. For all ongoing Plant construction activities Contractors and their Subcontractors; will have numbered badges and hard hat stickers.

ENTRY:

- 5) Allow Entry if County picture, WPCB, or Contractor ID has been presented by all occupants in the vehicle or personnel without a vehicle.
- 6) If County picture, WPCB, or Contractor ID has not been presented, the guard shall:
for non-Contractor issues - first contact the administrative assistants during normal working hours for plant staff issues (the shift supervisor will be the second point of contact if the administrative assistants are not available), the shift supervisor for after hours (5 pm to 8 am) plant staff issues,

the person to whom the individual is attempting to contact, or the contractor's point of contact, for permission to allow Entry.

(b) for Contractor issues - contact the appropriate General Contractor for permission to allow entry. If there is no response from the general contractor, contact the Program Manager and then the shift supervisor.

(7) Allow Entry only if the appropriate ID has been presented and the proper authorization for access has been granted.

(8) Log the pertinent details on the daily log sheet

(9) Secure the gate after the Entry of the individual/vehicle.

EXIT:

(10) Allow Exit after viewing the individual's ID.

(11) If no ID, allow vehicle to exit if the vehicle does not contain cargo or equipment. If it does contain cargo or equipment, contact the shift supervisor to request permission for allowing the vehicle to exit.

(12) Log the pertinent details on the daily log sheet

(13) Secure the gate after the Exit of the individual/vehicle.

CHILDREN:

Prior to allowing entry, if children (individuals less than 18 years of age) are present in the vehicle or with the party attempting to enter the facility:

- The guard shall first contact the administrative assistants during normal working hours (the shift supervisor will be the second point of contact if the administrative assistants are not available), the shift supervisor for after hours (5 pm to 8 am) plant staff issues, and the safety specialist.
- The guard will provide the parent or guardian responsible for the child a copy of the Liability waiver form.
- If the parent or guardian responsible for the child refuses to sign the Liability waiver form, do not allow access and contact the administrative assistants during normal working hours (the shift supervisor will be the second point of contact if the administrative assistants are not available), the shift supervisor for after hours (5 pm to 8 am) plant staff issues, and the safety specialist.
- After the parent or guardian responsible for the child signs the liability waiver form, has given the form to the guard, and the guard has received permission from the plant to allow entry, the guard shall allow entry.
- Guard shall turn in the Liability Waiver forms and logs at the end of the day to the administration building at the designated location.

EMERGENCY SITUATIONS:

- All personnel who attempt entry to the facility are expected to adhere to this policy in all non-emergency and emergency situations.
- Depending on the nature of the emergency, the Site Incident Commander may request that various entities be allowed access without following this policy. The Shift Supervisor will inform the guard of this requirement. The guard will accommodate the Site Incident Commander's and Shift Supervisor's directions. The guard will also log the vehicle type, service (fire, ambulance, police, military, etc.), approximate number of personnel, and other pertinent data.
- Please note that because of inter-jurisdictional mutual aid agreements, State Police from various states, County vehicles from various counties, etc. may attempt entry to the facility.

INFORMATION THE GUARD IS TO RECORD FOR PERSONNEL WITHOUT COUNTY PICTURE, WPCB, OR CONTRACTOR ID:

Vehicle type, tag #, state, date, time, originating entity, reason for access, names of driver and occupants (driver and occupants to fill out this information).

REPORTING:

At the end of each day, all the guards are required sign, time, date, and submit their Liability Waiver forms, log sheets, and exception logs at the end of the day to the administration building at the designated location.

If any exceptions occur to this policy, the guard must immediately notify the administrative assistants during normal working hours (the shift supervisor will be the second point of contact if the administrative assistants are not available) and the shift supervisor for after hours (5 pm to 8 am). The guard must note exceptions in the daily exception log sheets.

All record keeping must be done in ink.

B. ENTRY FOR PERSONNEL WITH COUNTY PICTURE, WPCB, OR CONTRACTOR ID AND A VEHICLE:

- 1) Pull their vehicle off the main road (Glebe Rd. and Fern St.)
- 2) Position vehicle in front of the guard house that you are authorized to use and stop there.
- 3) All occupants are to visibly present/display their county identification to the guard
- 4) Wait until the guard approves their Entry into the facility.
- 5) After the guard opens the gate, enter the facility.
- 6) Children are not permitted on the facility unless the parent or responsible guardian reads, signs, and returns

the signed copy of the Liability Waiver form to the guard and permission is received from county personnel to allow access.

C. ENTRY FOR PERSONNEL WITH COUNTY PICTURE, WPCB, OR CONTRACTOR ID AND NO VEHICLE:

- 1) Stop in front of the guard house that you are authorized to use.
- 2) All occupants are to visibly present/display their county identification to the guard
- 3) Wait until the guard approves their Entry into the facility.
- 4) After the guard opens the gate, enter the facility.
- 5) Children are not permitted on the facility unless the parent or responsible guardian reads, signs, and returns the signed copy of the Liability Waiver form to the guard and permission is received from county personnel to allow access.

D. ENTRY FOR PERSONNEL WITH NO COUNTY PICTURE, WPCB, OR CONTRACTOR ID AND A VEHICLE:

- 1) Pull their vehicle off the main road (Glebe Rd. and Fern St.)
- 2) Position vehicle in front of the guard house that you are authorized to use and stop there.
- 3) All occupants are to visibly present/display their identification to the guard
- 4) Inform the guard of whom they are attempting to contact or whom they work for
- 5) Wait until the guard contacts plant personnel or contractor and receives authorization for Entry
- 6) After the guard opens the gate, enter the facility
- 7) Children are not permitted on the facility unless the parent or responsible guardian reads, signs, and returns the signed copy of the Liability Waiver form to the guard and permission is received from county personnel to allow access.

E. ENTRY FOR PERSONNEL WITH NO COUNTY PICTURE, WPCB, OR CONTRACTOR ID AND NO VEHICLE:

- 1) Stop in front of the guard house that you are authorized to use.
- 2) Visibly present/display their identification to the guard
- 3) Inform the guard who they are attempting to contact or who they work for.
- 4) Wait until the guard contacts plant personnel or contractor and receives authorization for Entry.
- 5) After the guard opens the gate, enter the facility.
- 6) Children are not permitted on the facility unless the parent or responsible guardian reads, signs, and returns the signed copy of the Liability Waiver form to the guard and permission is received from county personnel to allow access.

F. FOR EXIT, ALL PERSONNEL MUST:

- 1) Position vehicle or self in front of the guard house and stop there.
- 2) Visibly present/display their identification to the guard.
- 3) Wait until the guard approves their exit from the facility.
- 4) After the guard opens the gate, exit the facility.

G. ACCESS POINTS:

- 1) Only County employees can utilize the South 31st St Gate #3 for Entry and Exit
- 2) Only County employees and the sludge hauling contractors can utilize the Eads St gates (#1 and #2) for Entry and Exit, unless otherwise authorized by the WPCB.
- 3) Personnel who are without vehicle, i.e. on foot, and without County issued badge must Enter and Exit via the South Glebe Rd. main gate #8.
- 4) Personnel who are without vehicle, i.e. on foot, and with County issued badge must Enter and Exit via the South Glebe Rd. main gate #8 or the Fern St. gate #6.
- 5) Contractor personnel must use the gates to which they are assigned .

H. REGULATORY ACCESS: The following regulatory agencies i.e. VOSHA (Virginia Occupational Safety and Health Administration), EPA (Environmental Protection Agency), and DEQ (Department of Environmental Quality) or any other State or Federal regulatory agency must show Picture Identification. All occupants are to visibly present/display their identification to the guard. The guard must notify the Administrative Assistant (or shift supervisor if the administration assistant is not available) who in turn will contact the appropriate plant management before entry is permitted.

I. EXCEPTIONS:

- 1) In the case of an emergency where the WPCP has requested an emergency vehicle, the Shift Supervisor must notify Security that emergency vehicles are in route to the plant. The Supervisor must send a Plant Representative with a Plant radio to the gate to direct emergency equipment to the proper location.
- 2) Emergency vehicles such as Fire and Police should be allowed immediate access if the WPCP has requested assistance or if the Site Incident Commander requests this. The Shift Supervisor will notify Security of this. Security must log the entry/exit of vehicles and location of the emergency. The guard will determine the reason for the entry, log the vehicle information on the log sheet, and inform the administrative assistant 4/5 /shift supervisor (if after hours) immediately of the vehicle's presence.
- 3) The National Guard or the U.S. Military will be allowed immediate access if the WPCP has requested assistance or if the Site Incident Commander requests this. The Shift

Supervisor will notify Security of this. Security must log the entry/exit of vehicles and location of the emergency. The guard will determine the reason for the entry, log the vehicle information on the log sheet, and inform the administrative assistant 4/5 /shift supervisor (if after hours) immediately of the vehicle's presence.

5. INTENT: The intent of the policy is that all employees, visitors, and contractors follow the appropriate Entry and Exit procedures to ensure that only personnel who are authorized are allowed access to the site. This will reduce risk and safety issues and result in a safer overall operation of the facility. As construction is beginning and will soon encompass essentially the bulk of the WPCB facilities, it is prudent to initiate policies and procedures to protect personnel from the hazards that either currently exist or will materialize in the near future.

The bureau's mission is seriously impaired when the most valuable resource, our employees, are ill or injured due to recognized hazards or preventable mishaps. The WPCB is obligated to provide Arlington County employees, visitors, and other customers with a work environment that is safe and healthful. In order to be effective in this endeavor, management and each employee must enter into a partnership to attain this worthwhile achievement.

6. SAFETY PHILOSOPHY: All Accidents are Preventable

7. APPLICATION: THIS POLICY APPLIES TO ALL COUNTY AND WPCB EMPLOYEES, CONTRACTORS, AND VISITORS

Policies, regulations and safe practices will be enforced to achieve a safe work environment. The Department Director shall be responsible to the Deputy County Manager and County Manager. The Division Director shall be responsible to the Department Director. The Bureau Chief will be responsible to the Division Director for instituting this policy and for employee compliance. Managers, supervisors, and crew leaders shall be responsible to the Bureau Chief for instituting this policy and for employee compliance.

1. AUTHORITY: This policy is issued under the authority of the Bureau Chief, Water Pollution Control Bureau. This policy is also issued under the authority of Arlington County's Administrative Regulation 2.7, Rule 16.
2. COORDINATING GUIDANCE: Divisions and bureaus will adopt policies, rules and procedures to ensure compliance with applicable federal, state and local regulations in order to achieve, and maintain thereafter, the overall goal of attaining Star Certified Virginia VPP status.

RESPONSIBILITIES:

BUREAU CHIEF

- Shall be responsible for instituting this policy.
- Shall support adequate funding of this safety policy.
- Shall require that managers, supervisors, and crew leaders, or their designee(s) implement this policy and report unsafe acts and conditions to the appropriate authorities.

SAFETY SPECIALIST OR SECURITY DESIGNEE

- Shall be responsible for reviewing exception requests and exceptions in a timely manner and generating a written report that will be forwarded to the Safety Committee, Managers, and the Bureau Chief.
- Shall report directly to the Bureau Chief/designee at the Water Pollution Control Plant for administrative, safety, and logistical supervision/support.
- Shall be informed of any infractions
- Shall review infractions monthly
- Shall include a review of this policy in all training provided to employees.

MANAGERS/SUPERVISORS

- Shall be responsible for taking all action necessary to implement and enforce this policy.
- Shall budget adequate funding for the implementation and maintenance of this policy.
- Supervisors shall take the necessary action to forward the daily log sheets and exceptions to the Administrative Assistant IV (backup is V) on the work day following receipt of the logs.
- The Administrative Assistant IV (backup is V) shall take the necessary action to enter the exception data into a MS XL spreadsheet - exception log. The exception information incidents and cumulative exception log will be forwarded electronically each work day to the Safety Specialist, Security Designee, contract manager, and stored on both the U and C drives. The daily log and exception log sheets and Liability Waiver forms will be scanned weekly, stored on the appropriate plant drives and on to CD's, and hard copies stored in an archive. The information shall be retained for five (5) years.

ALL EMPLOYEES (INCLUDING MANAGERS AND THE BUREAU CHIEF)

- Employees, supervisors, managers, and the Bureau Chief are responsible for taking the necessary action to adhere to this policy.
- Employees, supervisors, managers, and the Bureau Chief are responsible for taking the appropriate action to ensure that others adhere to this policy.
- Employees shall inform their supervisors immediately of any non-compliance with this policy.

VISITORS AND CONTRACTORS

- Are responsible for adhering to this policy while they are in the battery limits of the WPCB.

10. GOALS

THE GOAL FOR THE WPCB IS TO PROTECT PERSONNEL AT THE WPCB FACILITIES FROM HAZARDS AND INJURIES.

11. **CONTRACTORS:** Contractors are required to comply with applicable Federal, State, and local Occupational Safety and Health Standards and other standards that apply to their work including this policy.
12. **FOLLOW-UP AND REVIEW:** This policy shall be reviewed periodically by the Safety Specialist and WPCB Management Team, with any proposed changes being presented to the WPCB Chief.

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. 621-12LW.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide security guard 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

The Work under this Agreement will commence on the County award of this contract, and shall be completed no later than December 31, 2016 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the adjusted contract unit prices for not more than five (5) additional twelve (12) month periods from January 1, 2017 to December 31, 2021 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 621-12LW at the prices provided in the bid of the Contractor.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS

The Contract hourly rates shall remain firm for at least the Initial Contract Term. The Contract hourly rates for Subsequent Contract Term(s), if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the Contract Amount or unit price(s) for ensuing years shall not exceed two and half percent (2.5%) for each year of the Contract.

If the Contractor and the County do not agree on a contract price or amount for a Subsequent Contract Term Contract Amount/unit price using the

procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract's term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

6. PROJECT OFFICER

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

7. PROJECT STAFF

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

8. BACKGROUND CHECK (NOT USED)

9. ADJUSTMENTS FOR CHANGE IN SCOPE

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

10. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, invoice

approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

11. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

12. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the

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.

17. 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.

18. CLEANING UP

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

19. 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 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 with 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

continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and 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.

14. COUNTY PURCHASE ORDER REQUIREMENT

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

15. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

16. 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.

County for removal and disposal of Waste left by the Contractor may be deducted from any payment due to the Contractor.

20. OSHA REQUIREMENTS

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

21. 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.

22. 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.

23. 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.

24. 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.

25. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational

qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

26. Employment Of unauthorized aliens Prohibited

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

27. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

28. 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.

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

The Contract shall remain in force for the Initial Contract Term or 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) 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.

30. 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.

31. 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.

32. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

33. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this

Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

34. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

35. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results

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.

36. DATA SECURITY (NOT USED)

37. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

38. COUNTY EMPLOYEES

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

39. 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, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

40. 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 cost or expense, at the sole option of the County.

41. RELATION TO THE COUNTY

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

42. ANTITRUST

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

43. 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.

44. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the

right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

45. 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.

46. AMENDMENTS

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

47. 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.

48. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

49. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

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

50. 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.

51. 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.

52. 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.,

53. 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.

54. 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.

55. 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; AND DATA SECURITY.

56. 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.

57. 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.

58. NOTICES

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

United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

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

AND

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

59. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

60. ACCESSIBILITY OF WEB SITE (NOT USED)

61. HIPAA COMPLIANCE (NOT USED)

62. ADA COMPLIANCE (NOT USED)

63. 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 not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during any twelve-month period equals \$100,000, the Contract shall be subject to such Living Wage provisions and the Contractor shall immediately bring their performance into compliance with those provisions, and shall contact the County Purchasing Agent to obtain specific documents required for proper compliance.

For any contract affected as described above, the County reserves the right at the Subsequent Contract Term, if applicable, to offer an option to the Contractor to modify the Contract Amount to reflect the additional costs associated with compliance with the Living Wage provisions. If the Contractor elects to accept such offer, they must submit the names of all employees who will be affected by the Living Wage provisions, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at the time of renewal, and the change in total direct labor costs as a result of the Living Wage changes. The Contract will not be renewed until this information is submitted for review by the Purchasing Agent. If the County elects to modify the contract to include the Living Wage provisions, the cost of any increase in wages, together with applicable labor burdens will be added to the Contract Amount, in addition to any other increase(s) permitted by the Contract.

64. INSURANCE REQUIREMENTS

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

- 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. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- 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 and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. 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 replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

- 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 - The insurance certificate shall state this Contract's number and title.

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 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' certificates of insurance to the County immediately upon request by the County.

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 and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide

its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 621-12LW

B I D F O R M
Page 1 of 8

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 3:00 P.M., ON JANUARY 10, 2012

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

The undersigned understands and acknowledges the following:

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

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

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

BEST VALUE BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall submit all items listed under the paragraph titled "BEST VALUE BID SUBMISSION REQUIREMENTS" on page 9 of this solicitation.

HOURS TYPE	HOURLY RATE				
	2012	2013	2014	2015	2016
REGULAR HOURLY RATE	\$	\$	\$	\$	\$

NOTE 1: Overtime hourly rate is 1.5 times the individual employee's hourly rates. Contractor can only charge overtime to the County if the County fails to notify the change in hours within 14 hours to the security firm and causes the guard to work over 40 hours in any one week)

BIDDER'S NAME: _____

NOTE 2: Holiday hourly rate is 2.0 times the individual employee's hourly rates. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

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

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

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

BIDDER'S NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

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

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

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

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

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

COVERAGES REQUIRED		LIMITS (FIGURES DENOTE MINIMUMS)	
X	1	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3	COMMERCIAL GENERAL LIABILITY (CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	4	PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5	AUTOMOBILE LIABILITY	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6	OWNED/HIRED/NON-OWNED VEHICLES	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7	INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	8	PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	9	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
	11	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
	12	UMBRELLA LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
X	13	PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
	14	PROFESSIONAL LIABILITY	
	A	ARCHITECTS AND ENGINEERS	\$1 MILLION PER OCCURRENCE/CLAIM
	B	ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
	C	MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
	D	MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
	15	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION	
X	28	THE COUNTY SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	29	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with contract insurance requirements.

BIDDER NAME: _____ AUTH. SIGNATURE: _____

Metropolitan Washington Council of Governments Rider Clause

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

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

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAKOMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOQUAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

BIDDER' NAME: _____

(EXHIBIT A)

LIVING WAGE FORMS

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

\$12.75 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

BIDDER'S NAME: _____

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:

\$12.75 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

BIDDER'S NAME: _____

ARLINGTON, VA 22201

(EXHIBIT B)

**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

BIDDER'S NAME: _____