

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

**NOTICE OF CONTRACT AWARD**

<b>TO:</b> 1 <sup>st</sup> Lady Janitorial Services, LLC 11812 Dawkins Ridge Lane Bristow, VA 20136	<b>DATE ISSUED:</b> <b>CONTRACT NO:</b> <b>CONTRACT TITLE:</b>	January 10, 2020 <hr/> 20-140-ITBLW <hr/> Janitorial Services for Various Parks <hr/>
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**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.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-140-ITBLW including any attachments or amendments thereto.

**EFFECTIVE DATE:** May 1, 2020

**EXPIRES:** April 30, 2021

**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 91039

**LIVING WAGE:** Y

**ATTACHMENTS:**

AGREEMENT No. 20-140-ITBLW

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Setyan Jarath

**VENDOR TEL. NO.:**

**(571) 224-6213**

**EMAIL ADDRESS:** [setyanjarath1stlady@gmail.com](mailto:setyanjarath1stlady@gmail.com)

**COUNTY CONTACT:** Helena Gilbert DPR, Parks & Natural Resources

**COUNTY TEL. NO.:**

**(703) 228-7981**

**COUNTY CONTACT EMAIL:** [hgilbe@ARLINGTONVA.US](mailto:hgilbe@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Tomeka Price**

**Title Procurement Officer**

**Date January 22, 2020**

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

**AGREEMENT NO. 20-140-ITBLW**

THIS AGREEMENT is made, on the date of execution by the County, between 1<sup>st</sup> Lady Janitorial Services, LLC, 11812 Dawkins Ridge Lane, Bristow, VA 20136 ("Contractor") a Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-140-ITB.

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

**2. SCOPE OF WORK**

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

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on May 1, 2020 and must be completed no later than April 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 1, 2021 to April 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until April 30, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in January of each year of the Contract.

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

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

**6. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

**7. PAYMENT OF SUBCONTRACTORS**

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**8. NO WAIVER OF RIGHTS**

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

**9. NON-APPROPRIATION**

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

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

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

**11. COUNTY PURCHASE ORDER REQUIREMENT**

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

**12. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties 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. 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.

**13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its discretion before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**14. 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.

**15. 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.

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

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

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

**17. OSHA REQUIREMENTS**

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

**18. HAZARDOUS MATERIALS**

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

**19. 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.

**20. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if

public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**21. UNSATISFACTORY WORK**

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

**22. PROJECT STAFF**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

**23. 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.

**24. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

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

**25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

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

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**27. TERMINATION**

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

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

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

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

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

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



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

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

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

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

#### B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

#### **28. INDEMNIFICATION**

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

**29. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**30. COPYRIGHT**

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

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

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

**31. OWNERSHIP AND RETURN OF RECORDS**

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

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

**32. CONFIDENTIAL INFORMATION**

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

**33. ETHICS IN PUBLIC CONTRACTING**

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

**34. COUNTY EMPLOYEES**

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

**35. FORCE MAJEURE**

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

**36. AUTHORITY TO TRANSACT BUSINESS**

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

**37. RELATION TO COUNTY**

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

**38. ANTITRUST**

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

**39. REPORT STANDARDS**

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**40. AUDIT**

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

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

after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**41. ASSIGNMENT**

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

**42. AMENDMENTS**

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

**43. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

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

**44. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**45. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

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

**46. ARBITRATION**

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

**47. NONEXCLUSIVITY OF REMEDIES**

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

**48. NO WAIVER**

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

**49. SEVERABILITY**

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

**50. 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.

**51. ATTORNEY'S FEES**

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

**52. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**53. HEADINGS**

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

**54. AMBIGUITIES**

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

**55. NOTICES**

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

**TO THE CONTRACTOR:**

Setyan Jarath, CEO  
1<sup>st</sup> Lady Janitorial Services, LLC  
11812 Dawkins Ridge Lane  
Bristow, VA 20136

**TO THE COUNTY:**

Helena Gilbert, Project Officer  
Department of Parks and Recreation, Parks and Natural Resources  
2700 S. Taylor Street  
Arlington, VA 22206

**AND**

Sharon T. Lewis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**56. ARLINGTON COUNTY BUSINESS LICENSES**

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

**57. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**58. LIMITED ENGLISH PROFICIENCY**

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

**59. ADA COMPLIANCE**

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.

- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

**60. SERVICE CONTRACT WAGE REQUIREMENTS**

a. LIVING WAGE

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

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

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

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Attachment A);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment A;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment B).

d. CONTRACTOR RECORD KEEPING

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



e. VIOLATIONS

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

**61. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

**62. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

1<sup>ST</sup> LADY JANITORIAL SERVICES, LLC

AUTHORIZED  
SIGNATURE: Tomeka Price

AUTHORIZED  
SIGNATURE: 

NAME TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

NAME Setyan Jarath  
TITLE: Chief Executive Officer

DATE: January 22, 2020

DATE: 1-15-2020

SCOPE OF SERVICES

I. GENERAL REQUIREMENTS:

- A. The Contractor shall furnish all labor, supervision, equipment, materials and supplies and incidental necessary to perform janitorial services.
  
- B. The Contractor shall furnish all paper towels, toilet paper, liquid soap, and urinal and wall mounted deodorizers. The Contractor shall clean the facilities Sunday through Saturday between the hours of 11:00pm and 7:00am, unless stated otherwise herein in other sections of this specification, except on the following County observed holidays:
  - New Year's Day
  - Thanksgiving Day
  - Christmas Day

C. Inclement Weather:

The Contractor shall make every effort to provide custodial services regardless of snow or other inclement weather. In the event the County closes the sites to the public due to inclement weather the Contractor shall be relieved of its responsibility for cleaning the facilities during the period of the time the facility is closed. However, the Contractor shall provide services the next day that the facility is open.

- D. The County reserves the right to add or delete locations from the contract list, or to change the frequency of cleaning or the length of the cleaning season for a restroom.
  
- E. The park restrooms **DO NOT** have any closet or areas for the Contractors to store cleaning supplies, paper goods or cleaning equipment at the work site. Arlington County will not provide storage space for the contractor.
  
- F. The County reserves the right to require the removal of any employee of the Contractor from the sites at any time who is incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment is contrary to the consistent good relations with the County or the general public.

G. TRAINING:

The Contractor shall be responsible for all training of its employees to ensure they are able to perform the duties outlined in the scope of work.

It is the Contractors responsibility to train its employees on the Right-to-Know laws and any other training necessary to meet OSHA and other relevant Federal, state and local Regulations.

H. EQUIPMENT:

- 1. Equipment shall be equipped with all necessary protective padding to prevent damage to building finishes and tenant property
- 2. Equipment shall comply with all safety requirements and function properly at all times.
- 3. Contractor shall ensure its employees are provided necessary Personal Protective Equipment

(PPE)

I. SUPPLIES:

1. The Contractor shall ensure that all paper products (double-ply toilet paper and paper towels) contain 100% recycled content and a minimum of thirty percent (30%) post-consumer recycled content and manufactured without the additional use of elemental chlorine or chloride compounds.
2. The County reserves the right to reject paper products provided by the Contractor.
3. The Contractor shall only use Green Seal cleaning supplies for their intended use, to ensure their application is not harmful to the surfaces and surroundings.
4. All cleaning product shall be of Green Seal Standards [\(GS-37\)](#).
5. The Contractor shall ensure that all chemical products are purchased and used in their original containers and the chemical concentrates are handled only in the areas designated by the County Project Officer.
6. All supplies shall be available for the County Project Officer's inspection and approval.
7. The Contractor shall maintain on site a copy of the Material Safety Data Sheets ("MSDS") for each chemical product used for cleaning and submit them to the County Project Officer for upon request.
8. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract.
9. Markings or labeling of material containing toxic or hazardous substances or waste shall be in accordance with all Federal, State, and County laws, ordinances, rules and regulations.
10. The Contractor shall verify that all chemicals applied to floors provide adequate protection against slippery floors. Any observed instances of slippery floors shall be corrected immediately upon discovery.
11. The Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) Registration Number.

II. SERVICE REQUIREMENTS

1. Restrooms shall be cleaned between 11:00pm and 7:00am only, unless otherwise directed by the Project Officer.
  - i. The restrooms are divided into classes (Class A, Class B, and Class C) These classes will be cleaned according to the following schedules:
    1. CLASS "A" RESTROOMS: shall be cleaned one (1) time per day seven (7) days per week starting March 15th until November 15th, or two hundred and forty (240) days per year.
    2. CLASS "B" RESTROOMS: shall be cleaned one (1) time per day seven (7) days per week, year-round for a total of three hundred and sixty-five (365) days per year.
    3. CLASS "C" RESTROOMS: cleaning schedule shall vary according to the facility's and Arlington County's need. The County will provide the Contractor with at least forty-eight (48) hours prior notice, by email, to clean "C" restrooms. Currently, there are four (4) locations on the "C" list:

- Lubber Run Amphitheater - during calendar year, Lubber Run Amphitheater will be used approximately 30 times and is accessible only to performers. Based on that usage, the County anticipates thirty (30) cleanings per year under this contract.
  - Washington-Liberty High School - shall be serviced on Saturdays and Sundays only from September through June and daily from July through August.
  - Wakefield High School - shall be serviced on Saturdays and Sundays only from September through June and daily from July through August.
  - Discovery Elementary School - shall be serviced on Saturdays and Sundays only from September through June and daily from July through August.
2. All doors, gates or similar devices that provide access to the restrooms must be locked by contractor cleaning staff, with keys provided, to prevent the public from entering the park outside of normal operating hours
  3. The Contractor shall clean grouting and sealants with a Green Seal chemical cleaning agent. The contractor shall exercise care to prevent damage to tile and grouting. Any loose or broken grouting shall be reported to the County Project Officer. Grout and other sealants shall be scrubbed clean and present a uniform color, clean and hygienic appearance free of stains, dust, and debris.

Remove graffiti from the restrooms including: restroom fixtures, stalls, attached shelter interior walls, doors and windows, ceiling, columns, tables, and any other permanent features. **ALL GRAFFITI MUST BE REPORTED TO COUNTY STAFF PRIOR TO REMOVAL.** The Contractor is not responsible for the removal graffiti from the exterior restroom walls.

4. The Contractor shall assign one **Full Time Supervisor**, who speaks fluent English to respond to any complaints, questions or compliments. The supervisor shall be capable of handling all day to day operations and communicating with Arlington County Representatives
5. The Contractor shall submit a Weekly Report to the County Project Officer. This report shall be submitted at 9:00 am, each Monday morning via email. The weekly report shall contain citizen's questions, complaints and or compliments along with notes on Contractor's attempt to resolve the issue and the outcome. The Weekly Report shall include all written inspections for the week, and any broken dispensers observed.
6. The Contractor shall use caution when entering and exiting a park area with a motorized vehicle. The Contractor shall maintain a safe driving speed, use four-way flashers and give right-of-way to pedestrians and cyclists using the park at all times.
7. All vandalism must be reported to County Project Officer prior to attempting to clean up. Project Officer must be notified via email prior to 7:00am on the day of the incident.
8. All restrooms shall be inspected a minimum of once per week and written reports submitted to the Arlington County Project Officer.

9. All vehicles shall operate on paved surfaces only, vehicles shall not drive onto any ground surfaces

### III. FREQUENCY OF SERVICE

#### A. DAILY:

The Contractor shall:

1. Pick up litter, trash, cigarette butts, etc. within twenty-five feet of the building and place them in a heavy-duty plastic bag which is to be placed in the nearest outside litter receptacle. (No boxes shall be placed in the exterior trash receptacles)
2. Trash receptacles shall be emptied, and contents bagged and placed next to the nearest outdoor parks litter receptacle.
3. Wash all interior trash receptacles and infant changing tables with a germicidal disinfectant.
4. Sink basins and vanity areas shall be washed, using a germicidal disinfectant. This shall include, but not limited to the underside of the basins and pipe fixtures.
5. Mirrors shall be cleaned free from water marks, streaks soil, stains, graffiti, and other omissions and shall present a high shine. Abrasive cleaners shall not be used.
6. Damp mop floors with a disinfectant soap. Floors under and around commodes, vanities and all corners are to be cleaned. Whenever restrooms are cleaned during park operation hours appropriate safety signage (i.e. "Caution Wet Floor") shall be used. There should be no standing water left on the floors.
7. Replenish hand soap, paper towels, and tissue, which are furnished by the Contractor. The County's Project Officer shall be notified via the weekly report, of any of this equipment that is found to be broken, leaking, or in any way of needing repair or replacement.
8. Clean and wipe all commodes and urinals with a disinfectant soap inside and outside. Spot clean walls, wipe all partitions, ledges, sills, rails, vents, doors (both sides), and door knobs with a cloth dampened with a disinfectant.
9. In the case of shelters attached to the restroom, clean the shelter floor by applying disinfectant, allowing the disinfectant to sit for the amount of time required by the cleaning product's instructions for use, and thoroughly rinsing floor with water. Remove excess water. Tables shall be washed with a germicidal disinfectant suitable for surfaces intended for contact with food.
10. Remove all balloons, decorations, unauthorized notices, and dangerous staples, etc.
11. The contractor shall make an effort to unclog toilets with the use of a plunger. If attempt is not successful, it shall be reported by email to the County Project Officer by 7:00am the following morning.
12. Update the posted cleaning schedule with the time the restroom was cleaned and the initials of the person responsible for the cleaning of the restroom.

#### B. WEEKLY:

The Contractor shall:

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

2. Wash floor drains.
3. Scrub area under all commodes and bottom of walls with a deck brush.
4. The Contractor shall submit a weekly report, by email, to the County's Project Officer that summarizes the work done that week and the work scheduled for the following week at each location. In addition, the report shall include a list or description of any maintenance or other problems noted in the county facilities that are the responsibility of the County to repair or replace. **Any urgent problems such as leaks, stopped up drains, blockages, electrical problems, etc. shall be reported to the Project Officer By 7:00am the following morning.**
5. The Contractor shall post a weekly cleaning schedule in each restroom. This schedule shall be updated daily to show the time the restroom was cleaned.

C. MONTHLY:

The Contractor Shall:

1. Machine scrub or pressure wash all floors monthly with disinfectant and grout cleaners where there are ceramic tile floors. (NOTE: Wash outside of commodes and urinals as well as all fixtures with a disinfectant soap after the tile floors are machine scrubbed.)
2. Wash ceiling, light fixtures and wall vents monthly.
3. Clean any attached shelter ceilings and rafters monthly. This includes removing all staples, tacks, tape, spiderwebs, wasp nests, etc. from the shelter.

IV. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. A draft Quality Control Plan ("QCP") shall be submitted to the County's Project Officer for review and approval 90 days after the start of the Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the County's Project Officer points out the deficiencies. This QCP is of paramount importance to the following:

1. An inspection system which is tailored to the specific facilities and which covers all services stated in the frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist must be signed and dated to indicate the time the inspection was completed.
2. An on-site file of all inspections conducted by the Contractor and the corrective action forms will be made available to the County. Failure by the Contractor to implement the approved plan and pursue it diligently from the commencement of the Contract may be grounds for default.

V. METHOD OF PAYMENT

1. Payment will be monthly in arrears, each month's payment being 1/12th of the annual bid amount subject to any adjustments allowed by this specification. The County reserves the right to reduce the monthly payment for unsatisfactory performance/nonperformance
  - a. During the first three (3) months of the Contract, the Contractor's Project Manager shall meet twice a month (formally) and speak on the telephone daily, Monday thru Friday (informally)

with the County's Project Officer and other designated County officials as necessary for the purpose of discussing performance. The meetings and telephone calls shall be documented by County staff and the minutes will be shared with the Contractor by email within two (2) business days after the meeting. It is the responsibility of the Contractor to state in writing any disagreement with the minutes.

- b. After the first three (3) months of the Contract, the Contractor's Project Manager shall meet once a month (formally) and daily (informally) at the discretion of the County's Project Officer, or by phone, with the County's Project Officer and other designated County officials for the purpose of discussing performance as requested by either party.
- c. A weekly report containing a list of all problems encountered over the week; projects completed; maintenance issues; inspection summary; and an overall summary of week's activities shall be submitted to the County's Project Officer by 9:00 am on Monday mornings.
- d. The Contractor shall assign a full-time, on-site Project Manager who shall report as required to the County's Project Officer for communication and coordination of the custodial functions and quality control. The Contract Manager shall inspect all areas of the buildings covered by this contract as requested by the Project Officer for the purpose of ensuring quality workmanship and compliance with the contract; note discrepancies and complaints; and correct deficiencies in the work.
  1. The Contract Supervisor shall be capable of communicating in and understanding English (both verbal and written). The Supervisor must be able to respond to the needs communicated by the County's Project Officer.
  2. The supervisor shall be responsible for all keys assigned to unlock spaces, and for the security of the building. If the Supervisor or any of the Contractor's employees lose any keys, the Contractor shall be liable for the total cost of re-keying the entire area affected.
  3. The Contract Manager shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
    - a. The Contractor's employees who are under the influence of alcohol or drugs will not be permitted on County property. The Contractor's employees appearing to be under the influence of alcohol or drugs, as determined by the County's Project Officer, will be reported to the Contract Manager who will be responsible for taking the appropriate action including removal of the employee from County property.
    - b. No loud or boisterous conduct (to include vehicle radios) will be permitted. The Contractor must follow all County codes, including the County's noise ordinance.
    - c. The Contractor's employees shall not use or tamper with equipment or County employee personal property at any time.
    - d. The Contractor's employees shall not use the County's business telephones at any time.
    - e. The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is authorized as a working employee by the Contractor and the County.



**RESTROOM LOCATIONS AND SERVICE FREQUENCY REQUIREMENTS**

**NOTE: ALL PARKS OPEN AT SUNRISE AND CLOSE AFTER SUNSET**

**Class A Restrooms:**

LOCATION OF RESTROOM	START OF SERVICE	ADDRESS	NEAREST CROSS STREET
ALCOVA HEIGHTS PARK	11P.M.	901 S GEORGE MASON DR	S 8TH STREET
FORT SCOTT PARK	11 P.M.	2800 S FT SCOTT DR	S GRANT ST
HAYES PARK	11 P.M.	1516 N LINCOLN ST	15TH ST. N.
MADISON MANOR PARK	11P.M.	6225 12TH RD N	N QUANTICO ST
NAUCK PARK	11P.M.	2600 19TH ST S	S WALTER REED DR
BLUEMONT PARK (SOUTH END)	11P.M.	329 N MANCHESTER ST	CARLIN SPRINGS RD
BON AIR PARK	11P.M.	850 N LEXINGTON ST	WILSON BLVD
GREENBRIER PARK	11 P.M.	5201 28TH ST N	N GREENBRIER ST
LACEY WOODS PARK	11 P.M.	1200 N GEORGE MASON DR	WASHINGTON BLVD
LUBBER RUN PARK	11P.M.	N COLUMBUS ST & N 2ND ST	N 2ND ST
WESTOVER PARK	11P.M.	1001 N KENNEBEC ST	N KENILWORTH ST
BARCROFT PARK #1	11 P.M.	4100 S FOUR MILE RUN DR	S GEO. MASON DR
POWHATAN SPRINGS PARK	11 P.M.	6020 WILSON BLVD	N LIBERTY ST
FORT C. F. SMITH PARK	11 P.M.	2411 24 <sup>TH</sup> STREET, N	N. 23 <sup>RD</sup> ROAD
HIGHVIEW PARK	11 P.M.	1938 N. DINWIDDIE STREET	N. 20 <sup>TH</sup> ST
FAIRLINGTON CENTER	11P.M.	3308 S. STAFFORD ST.	S. 33 <sup>RD</sup> ST.
TYROL HILLS PARK	11P.M	5101 7 <sup>TH</sup> RD S.	S FLORIDA ST

**CLASS B RESTROOMS:**

LOCATION OF RESTROOM	START OF SERVICE	ADDRESS	NEAREST CROSS STREET
ROCKY RUN PARK	11P.M.	1109 N BARTON ST	N 10TH ST
BLUEMONT PARK (NORTH END)	11P.M	601 N MANCHESTER ST	WILSON BLVD
GUNSTON BUBBLE	11 P.M.	1401 28TH ST S	S LANG ST
BARCROFT #2	11 P.M.	4100 S. FOUR MILE RUN DR.	S. GEO. MASON DR.
BARCROFT #3	11P.M.	4100 S. FOUR MILE RUN DR.	S. GEO. MASON DR
GLENCARLYN PARK	11 P.M.	301 S HARRISON ST	S 4TH ST
GATEWAY PARK	11 P.M.	1301 LEE HIGHWAY	N. NASH ST
JENNIE DEAN PARK	11 P.M.	3630 27 <sup>TH</sup> STREET, S	S. NELSON ST
QUINCY PARK	11 P.M.	1021 N. QUINCY STREET	N 11 <sup>TH</sup> ST
VIRGINIA HIGHLAND PARK	11 P.M.	1600 HAYES STREET	S. 15 <sup>TH</sup> ST
LONG BRIDGE #1	11P.M.	475 LONG BRIDGE DR.	S. 6 <sup>TH</sup> ST.
LONG BRIDGE #2	11P.M.	475 LONG BRIDGE DR.	S. 6 <sup>TH</sup> ST.

**CLASS C RESTROOMS:**

LOCATION OF RESTROOM	START OF SERVICE	ADDRESS	NEAREST CROSS STREET
DISCOVERY SCHOOL	11P.M	5241 36 <sup>TH</sup> ST N	N HARRISON ST
WAKEFIELD SCHOOL	11P.M	1325 S DINWIDDIE ST	S GEORGE MASON DR.
LUBBER RUN AMPHITHEATER	11 P.M.	N. COLUMBUS STREET	N. 2 <sup>ND</sup> ST
WASHINGTON LEE H.S.	11P.M.	1301 N. STAFFORD ST	WASHINGTON BLVD.

**NOTE:** THESE LOCATIONS ARE NOT EQUIPPED WITH ANY STORAGE FACILITIES AND CANNOT ACCOMMODATE ANY REQUEST TO STORE CONTRACTOR OWNED EQUIPMENT AND SUPPLIES.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-140-ITBLW

B I D F O R M

**SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (THE BID FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE USB SHALL BE A MIRROR COPY OF THE FULLY-COMPLETED AND SIGNED BID FORM).**

BIDS WILL BE OPENED AT 1:30 P.M., ON JANUARY 2, 2020

Grand Total for Class A, Class B and Class C                        \$ 214,650.00  

Bidders must bid on all locations listed to be considered.

**CLASS "A" RESTROOMS**

#	LOCATION OF RESTROOM	WITH PORCH OR SHELTER	TOTAL ANNUAL COST
1	BARCROFT #1	YES	\$ 5,625.00
2	BLUEMONT PARK (LOWER)	NO	\$ 5,325.00
3	FORT SCOTT PARK	NO	\$ 5,325.00
4	HIGHVIEW PARK	NO	\$ 5,325.00
5	MADISON MANOR PARK	NO	\$ 5,325.00
6	LACEY WOODS PARK	NO	\$ 5,325.00
7	BON AIR PARK	NO	\$ 5,325.00
8	KENMORE SCHOOL	NO	\$ 5,325.00
9	FT. C. F. SMITH PARK	NO	\$ 5,325.00
10	LUBBER RUN PARK	NO	\$ 5,325.00
11	NAUCK PARK	NO	\$ 5,325.00
12	BONAIR PARK	NO	\$ 5,325.00
13	GREENBRIER PARK	YES	\$ 5,625.00
14	WESTOVER PARK	YES	\$ 5,625.00
15	POWHATAN SPRINGS PARK	NO	\$ 5,325.00
16	FAIRLINGTON CENTER	NO	\$ 5,325.00
17	TYROL HILLS PARK	YES	\$ 5,625.00
18	HAYES PARK	YES	\$ 5,625.00
19	ALCOVA HEIGHTS PARK	NO	\$ 5,325.00
20	VIRGINIA HIGHLANDS PARK	NO	\$ 5,325.00
	<b>TOTAL FOR CLASS A</b>		<b>\$ 108,000.00</b>

BIDDERS NAME: 1st Lady Janitorial Services, LLC

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ITB No. 20-140-ITB

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**CLASS "B" RESTROOMS**

#	LOCATION OF RESTROOM	WITH PORCH OR SHELTER	TOTAL ANNUAL COST
1	BLUEMONT PARK (UPPER)	YES	\$ 8,280.00
2	GLENCARLYN PARK	NO	\$ 7,850.00
3	GUNSTON BUBBLE	NO	\$ 7,850.00
4	BARCROFT PARK #2	YES	\$ 8,280.00
5	BARCROFT #3	YES	\$ 8,280.00
7	LONG BRIDGE #1	NO	\$ 7,850.00
8	LONG BRIDGE #2	NO	\$ 7,850.00
9	GATEWAY PARK	NO	\$ 7,850.00
10	JENNIE DEAN PARK	YES	\$ 8,705.00
11	QUINCY PARK	YES	\$ 8,705.00
12	ROCKY RUN PARK	NO	\$ 7,850.00
<b>TOTAL FOR CLASS B</b>			<b>\$ 97,200.00</b>

**CLASS "C" RESTROOMS**

#	LOCATION OF RESTROOM	WITH PORCH OR SHELTER	TOTAL ANNUAL COST
1	LUBBER RUN AMPHITHEATER (EST. 30 EVENTS/YEAR)	NO	\$ 600.00
2	WASHINGTON LEE HS	NO	\$ 2,950.00
3	DISCOVERY SCHOOL	NO	\$ 2,950.00
4	WAKEFIELD SCHOOL	YES	\$ 2,950.00
<b>TOTAL FOR CLASS C</b>			<b>\$ 9,450.00</b>

Emergency Contact Information for the primary and secondary emergency contact person in the space provided including: name, primary phone number, and alternate phone number in the space provided. The emergency contact shall be available 24/7.

**EMERGENCY CONTACT INFORMATION**

Contact	NAME	PRIMARY TELEPHONE #	ALT. TELEPHONE #
Primary	Setyan Jarath	571-224-6213	
Secondary	Robert Easley	703-906-9153	

BIDDERS NAME: 1st Lady Janitorial Services, LLC

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ITB No. 20-140-ITB