

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

NOTICE OF CONTRACT RENEWAL

ARAMARK CORRECTIONAL SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107

DATE ISSUED:

SEPTEMBER 27, 2016

CURRENT REFERENCE NO:

16-314-ITBLW

CONTRACT TITLE:

LAUNDRY SERVICES FOR
THE DETENTION FACILITY

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. 16-314-ITBLW including any attachments or amendments thereto.

EFFECTIVE DATE: August 1, 2020

EXPIRES: JULY 31, 2021

RENEWALS: NO RENEWAL OPTIONS LEFT

COMMODITY CODE(S): 95405

LIVING WAGE: Y

ATTACHMENTS:

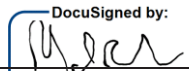
ATTACHMENT A "PRICING" EFFECTIVE AUGUST 1, 2020
NOA. ARAMARK CORRECTIONAL SERVICES, LLC
ATTACHMENTS – 16-314-ITBLW

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Stephen Grant

VENDOR TEL. NO.: 443.814.4293

SIGNATURE: 
Date: 5/27/2020 F8D654C2EF504E8...

EMAIL ADDRESS: Grant-Stephen@aramark.com

COUNTY CONTACT: CCPT. DAVID BOWERS

COUNTY TEL. NO: 703-228-7263

EMAIL ADDRESS: dbower@arlingtonva.us

CONTRACT AUTHORIZATION

Procurement Officer/Buyer Francine Morris

Signature: Francine Morris DATE: 06/02/2020

ATTACHMENT - A

PRICING

The price for all goods and services for the period starting August 1, 2020 to July 31, 2021 is **\$12,979.41/Month**

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

INVITATION TO BID NO. 16-314-ITBLW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 19TH DAY OF JULY 2016 FOR:

THE PROVISION OF LAUNDRY SERVICES FOR THE INMATE POPULATION AT THE ARLINGTON COUNTY DETENTION FACILITY FOR UP TO A FIVE (5) YEAR PERIOD.

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

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

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

Arlington County, Virginia
Office of the Purchasing Agent

Joshua A. Makely, CPPB
Procurement Officer
jmakely@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Joshua Makely, CPPB in the Office of the Purchasing Agent, at jmakely@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 16-314-ITBLW Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED 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 Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

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

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and one (1) photocopy of the signed original, and one (1) electronic copy on USB device of compact disc (three (3) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

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

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

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

5. EXCEPTIONS

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

6. NONCONFORMING TERMS AND CONDITIONS

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

7. ERRORS IN EXTENSION

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

8. DISCOUNTS

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

9. EXPENSES INCURRED IN PREPARING BID

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

10. BIDDER INVESTIGATIONS

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

11. INCOMPLETE DOCUMENTS

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

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

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

12. QUALIFICATION OF BIDDERS

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

13. DEBARMENT STATUS

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

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

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

16. ARLINGTON COUNTY BUSINESS LICENSES

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

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

18. BID WITHDRAWAL PRIOR TO BID OPENING

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

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

20. PARKING

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

21. REQUIREMENTS CONTRACT 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 items 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 in the contract. For any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.

22. TRADE SECRETS OR PROPRIETARY INFORMATION

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

23. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

24. LIVING WAGE CONTRACT

If this solicitation and resulting contract is subject to the Service Contract Wage (“Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County’s website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

25. METHOD OF AWARD

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

Lowest bidder will be determined by: lowest cost per month to be inclusive of all goods and services needed to successfully complete the scope of work.

26. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the

solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Such requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

27. CONDITIONS OF THE RIDER CLAUSE

The successful bidder will 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.

28. NOTICE OF DECISION TO AWARD

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

II. SCOPE OF SERVICES

It is the intent of the Sheriff of Arlington County Virginia (Sheriff) to provide laundry services for the inmate population of the Arlington County Detention Facility (ACDF), at its premises described below. The Contractor shall provide and deliver laundry services within the ACDF, meeting all requirements prescribed by state, federal and/or local laws and regulations. Additionally, the Contractor shall meet all laundry service related requirements necessary to comply with Virginia Department of Corrections (VADOC) standards and American Correctional Association (ACA) standards. The Contract Term shall be for a period of twenty four (24) months with an option to extend the contract for up to three (3) additional one-year periods upon mutual agreement of the Contractor and the County.

LAUNDRY REQUIREMENTS:

- A. The Contractor shall provide management staff, furnish all supplies and laundry chemicals necessary to provide and deliver laundry services for the ACDF.
- B. The average daily inmate population is expected to range from five hundred (500) to six hundred (600). The current Detention Facility population averages approximately five hundred fifty (550) inmates. It is expected for the weekly combined weight of laundry washed and dried to be approximately eight thousand (8,000) pounds, as shown in the following estimated schedule:

| ITEM PER INMATE | FREQUENCY | WEIGHT (pounds) | TOTAL WEIGHT (pounds) |
|------------------------------|---------------|-----------------|-----------------------|
| Uniforms | Biweekly | 1.8 | 3.6 |
| Blankets | Every 3 weeks | 3.0 | 3.0 |
| Sheets & Pillow Cases | Weekly | 2.5 | 2.5 |
| Towels | Biweekly | .5 | 1.0 |
| Personal Laundry | Biweekly | 2.5 | 5.0 |
| TOTAL FOR 500 INMATES | | | 7550 |
| Kitchen Uniforms | Daily | 2.0 | 420 |

The total combined weekly average weight of laundry is 8,000 lbs.

The inmates will wash the personal items themselves using the machines described in section E. For inmates who the Sheriff's Office personnel identify as not being able to take responsibility for their own laundering, the Contractor shall take the responsibility for washing these items in the Central Laundry.

- C. The Contractor must have previous experience (minimum 2 years) providing laundry services within a correctional facility or institutional facility. The Contractor shall provide a standard of laundry service that conforms to the standards of the ACA covering the provision of laundry services in the ACDF; such standards and policies of the Commonwealth of Virginia as may be currently in effect, or which may be established in the future; and these specifications. If a conflict arises in the application of standards identified herein, the specification requirement that shall prevail is the more stringent of the standards above. Where the specifications appear

to permit less stringent standards than either the state or ACA, the more stringent standard shall prevail.

- D. **Minimum Requirements:** At least twice per week, special management inmates shall be provided with clean clothing to include laundering of personal inmate clothing and jail-issued clothing. At least once per week inmates shall be provided with clean linen to include two (2) sheets, pillowcase, and towels and wash cloths. Blankets shall be laundered and/or exchanged at least twice per month. In addition, all blankets, linens, towels and jail-issued clothing shall be cleaned upon the release of inmates.

In the event that the machines in the housing units are broken, Central Laundry is responsible for completing all laundry. A record shall be kept to show that all of the above requirements are being met. If these minimum standards change during the term of the contract, the Contractor shall adjust the laundry schedule accordingly at no additional cost to Arlington County. Laundry services shall meet VADOC and ACA standards related to cleaning and exchange of clothing, linens, towels and other necessary items. Because inmates are held accountable for proper use and care of all such items, the Contractor shall report any incidents where it is suspected that an inmate has abused or destroyed such items.

The Current Laundry Schedule is provided on page 18. Bidders shall provide any exceptions they may have to the current schedule as specified on the Bid Form. Refer to "Exceptions" in the Instructions to Bidders section. Any proposed changes to the schedule following Contract award shall be provided by the Contractor in writing for approval by the Sheriff or designee at least thirty (30) days in advance of implementation.

- E. **Procedures:** The Contractor shall be responsible for managing the laundry service procedures detailed below and shall manage a delivery schedule which ensures that clean laundry is provided as described in this solicitation. Washing machines and dryers are commercial units. Changes to the procedures outlined below may be required during the contract term. There shall be no adjustment in the contract price for any such changes. Any laundry complaints generated by an inmate either verbally or written shall be addressed immediately by the Contractor.

1. Second Floor:

The Contractor shall be responsible for supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; and addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service. On this level is a medical/infirmery housing unit, which contains two (2) washing machines and two (2) dryers. This unit contains twelve (12) inmates. Sheriff's staff assigned to this unit will be responsible for arranging for one inmate to serve as the laundry work force member who will monitor and/or operate the washer and dryer machines in the housing units. The Contractor shall provide a laundry schedule with approval of the Sheriff or designee for this unit.

2. Fifth Floor:

The Contractor shall be responsible for supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; and addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service. On this level there are four (4) housing units which each contain one (1) washer and one (1) dryer machine. These units are divided into (4) units with up to fifty eight (58) persons each. The female unit houses general population and special management populations. Each fifth floor housing unit will be responsible for arranging for a work force inmate from its unit to serve as the laundry work force member who shall monitor and/or operate the washer and dryer machines

in the housing units. The Contractor shall provide a laundry schedule with approval of the Sheriff or designee for each unit.

3. **Seventh Floor:**

The Contractor shall be responsible for supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; and addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service. On this level are three (3) housing units, which each contain one (1) washer and one (1) dryer machine. These units are divided into (3) seventy two (72) person units. Sheriff's staff assigned to each seventh floor housing unit will be responsible for arranging for a work force inmate from each housing unit to serve as the laundry work force member who shall monitor and/or operate the laundry machines in the housing units. The Contractor shall provide a laundry schedule with approval of the Sheriff or designee for each unit.

4. **Ninth Floor:**

The Contractor shall be responsible for supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; and addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service. On this level are three (3) housing units, which each contain one (1) washer and one (1) dryer machine. These units are divided three (3) seventy two (72) person units. Sheriff's staff assigned to each ninth floor housing unit will be responsible for arranging for a work force inmate from each housing unit to serve as the laundry work force member who shall monitor and/or operate the washer and dryer machines in the housing units. The Contractor shall provide a laundry schedule with approval of the Sheriff or designee for each unit.

5. **Eleventh Floor:**

The Contractor shall be responsible for supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; and addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service. This level contains a thirty-two (32) bed mental health housing unit, a thirty-four (34) bed segregation housing unit, and an eight (8) bed protective custody unit. There is one (1) washer and one (1) dryer machine for this floor, which is in the female section of the mental health unit. The protective custody, male mental health and segregation units' laundry shall be sent to the Central Laundry for cleaning. Sheriff's staff assigned to each eleventh floor housing unit will be responsible for arranging for a work force inmate to serve as the laundry work force member, who shall monitor and/or operate the laundry machines. The Contractor shall provide a laundry schedule with approval of the Sheriff or designee for each unit.

6. **Central Laundry (Ground Floor):**

The Contractor shall be responsible for overseeing and training inmate laundry workers; supplying, inventorying, controlling and dispensing laundry chemicals; maintenance, repair, and upkeep of machines; addressing and taking appropriate corrective action when necessary due to inmate complaints concerning the laundry service; and for maintaining inventory as needed for parts and tools. This Central Laundry room contains three (3) large washers, one (1) small washer, and three (3) large dryers. This room is the main laundry room and is designed for washing all laundry turned in upon release of inmates, all blankets, and any other items necessary to laundry that are not appropriate to be laundered in the housing unit laundry machines. All laundry from the 11th floor protective custody, male mental health and segregation housing units shall be cleaned in the Central Laundry. Laundry from other housing units where the Sheriff's Office personnel have identified inmates who are not capable of laundering their own

items may also be required to be cleaned in the Central Laundry. The Sheriff's Office will provide inmate work force members to serve as the laundry work force members to operate the laundry machines and other equipment in the Central Laundry (see section "Contractor's Responsibilities", subsection D. for detailed description of equipment provided for in this area by the Sheriff). The Contractor shall provide a laundry schedule for approval of the Sheriff or designee.

STAFFING REQUIREMENTS:

- A. At a minimum, one (1) on-site laundry manager, one (1) full-time laundry supervisor, and other laundry staff and relief personnel as necessary, shall be provided by the Contractor to provide laundry operations from 8:30 a.m. until 5:00 p.m. (8 hours with 1/2 hour lunch break), Monday through Friday. The Contractor shall be responsible for overseeing the laundry operations for the entire facility. The Contractor's staff shall be present in the Central Laundry room whenever inmate workers are present. The complement of staff, beyond the minimum staffing required herein, is at the discretion of the Contractor. However, the Contractor shall ensure that the complete terms of this agreement are satisfied. The Sheriff agrees to provide inmates required for laundry service operation including laundry pick-up and delivery. It is expressly agreed that inmate workers provided by the Sheriff are not to be considered agents or employees of the Contractor. The Contractor agrees to train and supervise such inmates subject to the overall control of the Sheriff (refer to section "Sheriff's Office Responsibilities", subsection K).

All employees must be able to effectively communicate, troubleshoot and request service requests for laundry machines when needed. Bilingual employees are encouraged. A proposed staffing plan, including provision for relief coverage shall be submitted with the bid. The Sheriff or designee must approve the staffing plan. The staffing plan shall be based on the following criteria:

1. Prepare a staffing chart which will identify the total number of employees necessary to operate the laundry facility. In the preparation of the chart, the Contractor shall provide the number of Contractor management and/or supervisor employees that will be scheduled to manage the laundry, including relief staff, as well as the number of inmate workers to be used and in what capacity.
 2. In the preparation of the staffing chart, list on the left margin the classification and/or position of Contract employees, daily and weekly hours, and total weekly hours.
 - Show Contractor personnel first and the required inmate labor last.
 - To the right of the personnel listing, use columns, each column representing one (1) hour.
 - After each employee position (contractor staff, as well as inmate labor), note with a short description the duties of every position in the staffing chart.
- B. Prior to working in the ACDF all employees of the Contractor must pass the background check and be cleared by the Sheriff or designee. Contractor employees must successfully complete the jail orientation and training program provided by the Sheriff's Office. This training will comply with all training standards required by ACA, VADOC, and Sheriff's Office policies.
- C. Inmates are not permitted to supervise other inmates or handle facility keys.
- D. The on-site laundry manager shall have at least two (2) years of experience in management of correctional service operations and be approved by the Sheriff. All other contract laundry service employees shall have at least one (1) year of laundry service experience in correctional service operations.

- E. Selection of inmate work force members will be the responsibility of the Sheriff, conforming to an inmate selection criterion mutually acceptable to both parties.
- F. Laundry work force inmates will be under the monitoring of the Contractor's laundry service staff. Laundry work force inmates not cooperating, failing to work properly, or causing a disturbance shall be reported by the Contractor to the Sheriff's Office staff and may be removed from the laundry work force upon request of the Contractor and approval of the Sheriff. Laundry work force inmates may not be in the Central Laundry without supervision of the Contractor's staff.
- G. Laundry work force inmates shall be required to wear proper protective clothing or equipment as determined by either the Contractor or Sheriff's Office personnel. The Contractor at no additional cost shall provide such protective clothing or equipment. Laundry work force inmates will be required to bathe daily, be clean shaven, and generally maintain clean personal habits.
- H. Laundry services required by other Arlington County agencies may be provided under the terms and conditions of this Contract with advance written authorization to the Sheriff. Such services shall be provided under a separate contract with the agency, and shall comply with small purchase or competitive bidding procedures set forth in the County's Purchasing Manual.
- I. The Contractor shall be responsible for routine cleaning and housekeeping in the laundry areas and laundry storage areas and on a continuing basis maintain high standards of sanitation during normal working hours in compliance with all local and State health codes and laundry service requirements.
- J. All of the Contractor's employees must comply with the Sheriff's written policy and procedures relating to facility security. A copy of the written policy and procedures may be inspected by contacting the Project Officer.

CONTRACTOR RESPONSIBILITIES:

- A. Provide for and supply all laundry related cleaning products and chemicals. Dispensing equipment shall be provided and maintained by the Contractor at no additional cost to the Sheriff's Office. The dispensing equipment will be key-locked for security reasons. Inmates cannot dispense products without either the Contractor's staff or Sheriff's staff turning on the controls.
- B. Require its employees to adhere to all rules, regulations, policies and procedures pertaining to the operations of the ACDP and the supervision of laundry staff and work force members assigned to the laundry. The Contractor shall notify the Sheriff's Support Service Administrator of prospective new employees including name, date of birth, social security number and potential hire date. The Sheriff will issue all appropriate material to ensure familiarization and compliance with these rules, regulations, policies and procedures and will establish a formal training/orientation program, which must be completed prior to clearance of a prospective employee of the Contractor. The Sheriff retains the right to thoroughly investigate any current or prospective employee of the Contractor assigned to the contract, which includes the use of a polygraph examination to the extent permitted by law. No employee of the Contractor will be permitted to work without prior clearance through the Sheriff's Office.
- C. Document in writing and provide same to the Director of Corrections any deviations of policies or procedures.
- D. Purchase and pay for all laundry products used during the term of this contract. The laundry products purchased for use in the laundry service facilities will remain the property of the

Contractor. Upon termination of this Agreement, the Sheriff will purchase or have a successor laundry service Contractor purchase any remaining inventory.

- E. Taxes/Licenses: Secure and pay all applicable Federal, State, and Local licenses, taxes, permits, and fees required for the operation of the laundry services.
- F. Maintenance of Laundry Equipment: Furnish quarterly reports on the condition of all laundry service equipment. Contractor's employees shall supervise the orientation and training of inmate labor in the use of such equipment to ensure its proper care and operation. The Contractor shall be responsible for maintaining all laundry equipment. If negligence by the Contractor in regards to use of equipment results, the Contractor shall pay for any resulting repairs and/or replacement of laundry equipment. All laundry equipment repairs shall be the responsibility of the Contractor. The Contractor shall keep all equipment in good working order at the Contractor's expense.

The Contractor shall provide a telephone number for the Sheriff to call during normal work hours to report laundry equipment that is need of repair. The Contractor shall also provide weekly inspections of all laundry equipment to ensure that the equipment is in good working order. The Contractor shall complete any required repairs within 24 hours of discovery, or within 24 hours of notice from Sheriff's staff that an equipment item requires repair, unless the repair requires a part that cannot be obtained within that time limit. The Contractor shall notify the Sheriff's Support Services Administrator of any repair that cannot be completed within the 24 hour time limit.

Equipment owned by the Sheriff which, in the opinion of the Sheriff, has exceeded its useful life will be replaced by the Sheriff at no charge to the Contractor providing that funds are appropriated and allocated for the replacement. The Sheriff shall determine the suitability of any replacement equipment after consultation with the Contractor.

- G. At the expiration of this contract, return the laundry service premises and all equipment furnished by the Sheriff to the condition in which received; except for ordinary wear and tear; and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence; and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees; and providing that all damages and losses are reported to the Sheriff on discovery. A quarterly inventory shall be submitted to the Sheriff for all items covered by this paragraph. The Sheriff at no charge to the Contractor will replace equipment that, in the opinion of the Sheriff, has exceeded its useful life. The decision as to the suitability of the replacement shall be as determined by the Sheriff after consultation with the Contractor.
- H. Participate in the Sheriff's budget preparation process relating to laundry service equipment as required during each County fiscal year. Submit an annual budget request to the Sheriff or designee.
- I. Assure that facilities and equipment used in the contract shall not be used for agencies or persons other than those specified under this contract without the advance written approval of the Sheriff.
- J. Keep full and accurate accounts and written records of laundry chemicals purchased, parts purchased for inventory, tools inventory, pounds of laundry cleaned, and documentation laundry services to reflect complying with ACA and Virginia Department of Corrections standards by this Agreement. All such records shall be retained by the Contractor for a period of at least five (5) years and may be inspected by the Sheriff at any time during regular working hours. All records shall be available for inspection by the Sheriff within 72 hours of demand.

- K. Inmate Training: Provide formal laundry service training to inmates for the purpose of providing vocational training to be used when seeking employment upon release. The Contractor shall furnish a lesson plan, to be approved by the Sheriff, including the areas of training, and schedule classes during the training period. Upon testing and successful completion of the training, the Contractor shall issue a certificate to the inmate (student). Training shall include, but not be limited to, the following:
 - 1. Safety in the use of laundry chemicals;
 - 2. Care and use of equipment;
 - 3. Proper sorting of laundry loads;
 - 4. Special clothing laundry needs;
 - 5. Scheduling of laundry services;
 - 6. Job hunting and interviewing techniques;
 - 7. Resume completion.
- L. Arrange and coordinate the arrival and receipt of products at the loading dock consistent with the hours of use of the dock, so as not to interfere with the operations of the dock area and so as not to interfere with the delivery of laundry services.
- M. The Contractor shall be responsible for maintaining freight handling equipment necessary for loading and unloading laundry service supplies/inventory.
- N. The Contractor shall not allow portions of the laundry service to be subcontracted without prior written approval from the County.

SHERIFF'S OFFICE RESPONSIBILITIES:

- A. Accurate and timely pick up or delivery of laundry as provided for in the laundry schedule.
- B. Adequate heat, light, ventilation and all other utilities. The Sheriff will provide only local and intercom business telephone service to the Contractor at no charge. The Contractor shall use this phone for business-related calls only. The Sheriff does not provide a phone for long distance and/or toll calls.
- C. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces; and all laundry service equipment repairs, except when damage is due directly to the Contractor's employee negligence or abuse. The maintenance provided does not include cleaning or housekeeping operations for the Contractor's laundry service operation. The Sheriff at no charge to the Contractor will replace equipment that, in the opinion of the Sheriff, has exceeded its useful life. The decision as to the suitability of the replacement shall be as determined by the Sheriff after consultation with the Contractor.
- D. Preparation, storage and holding equipment and maintenance for same. Equipment to be provided in the Central Laundry is scheduled to be the following:
 - 3 - 125 pound washers
 - 3 - 150 pound dryers/tumblers
 - 1 - 50 pound washer
 - 1 - General utility press, air operated, steam heated
 - 1 - Mushroom press, air operated, steam heated, water sprayer
 - 2 - Folding tables
 - 1 - Soiled utility cart - 12 bushel capacity

- 4 - Clean utility carts - 14 bushel capacity
- 7 - Steel storage shelving - 4 tiers, 24" x 48" x 84"
- 1 - Low profile scale - 48" x 48" platform, 2000 pound capacity
- 1 - Single compartment soak sink
- 1 - Damp box
- 1 - Tool Inventory
- 1 - Parts Inventory

In addition to the equipment in the Central Laundry, 12 washers and dryers are provided in the housing units as specified in section III. E of this document

* The Sheriff's Office is in the process of replacing the washers and dryers in Central Laundry in the year 2010. The Contractor shall outsource all laundry services while the replacement of the equipment is being completed. The Sheriff will pay the normal monthly cost to the Contractor as agreed in the contract during the interim of this replacement project with no additional costs. Upon completion of the project all equipment listed will be updated.

*NOTE: The Sheriff will reimburse the Contractor for 50% of preapproved repair cost upon receipt of a detailed invoice for equipment to be repaired in the next year. All other equipment is the sole responsibility of the Contractor.

- E. Security, control and custody of inmates. Sheriff's deputies will not necessarily be present in the laundry areas when Contractor employees supervise inmates.
- F. Laundry facility inspections made by the Sheriff's designee when deemed necessary, with or without advance notice to the Contractor.
- G. Orientation and training of Contractor employees with regard to jail operations and procedures.

BID SUBMISSION REQUIREMENTS

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

- A. References demonstrating the bidder's minimum of two (2) years' experience in providing laundry services within a correctional or institutional facility.
- B. Proposed Staffing Plan
- C. References demonstrating the bidder's proposed on-site laundry manager has a minimum of two (2) years' experience in management of correctional service operations.
- D. References demonstrating the bidder's other proposed contract laundry service employees have a minimum of one (1) year of laundry service experience in correctional service operations.

AWARD

The County will make the award for this solicitation to a single bidder. Award will be by price per month (to be inclusive of all goods and services needed to successfully complete the scope of work)

LAUNDRY SCHEDULE

| Housing Units/ Items | Mon | Tue | Wed | Thu | Fri | Comments |
|---|-----|-----|----------------------|-----|-----|---|
| <i>5th Floor</i> | | | | | | |
| Blankets | | | 1st Wed of the month | | | Central Laundry |
| Personals & Uniforms | X | | | X | | Central Laundry in case housing laundry machines are out of order |
| Linens & Towels | X | | | X | | Central Laundry in case housing laundry machines are out of order |
| <i>7th Floor</i> | | | | | | |
| Blankets | | | 2nd Wed of the month | | | Central Laundry |
| Personals & Uniforms | | X | | | X | Central Laundry in case housing laundry machines are out of order |
| Kitchen Uniforms | X | X | X | X | X | Central Laundry |
| Linens & Towels | | X | | | X | Central Laundry in case housing laundry machines are out of order |
| <i>9th Floor</i> | | | | | | |
| Blankets | | | 3rd Wed of the month | | | Central Laundry |
| Personals & Uniforms | X | | | X | | Central Laundry in case housing laundry machines are out of order |
| Linens & Towels | X | | | X | | Central Laundry in case housing laundry machines are out of order |
| <i>Medical & 11th Floor</i> | | | | | | |
| Blankets | | | 4th Wed of the month | | | Central Laundry |
| Personals & Uniforms | | X | | | X | Central Laundry |
| Linens & Towels | | X | | | X | Central Laundry |
| Soap Distribution | | | | | X | Contractor delivers to all housing units on all floors |
| <u>NOTES</u> | | | | | | |
| * Pick up time for all items is 8:00 AM and returned to housing unit by 5:00 PM. | | | | | | |
| ** Any schedule changes must be approved in advance by Support Service Administrator. | | | | | | |

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. 16-314-ITBLW.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide laundry services to the Arlington County Detention Facility. 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 shall commence on or about August 1, 2016, and shall be completed no later than July 31, 2018 ("Initial Contract Term"), subject to any 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 an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than three (3) additional twelve (12) month periods from August 1 2018, to July 31, 2021 (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

The contract amount/unit price(s) shall remain firm until July 31, 2018 ("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 sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to contract amount/unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in April of each year of the Contract.

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

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency

requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

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

7. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

8. ADDITIONAL SERVICES

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

9. PAYMENT TERMS

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

10. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

11. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

12. REQUIREMENTS CONTRACT

During the Contract Term, the Contractor shall furnish all of the items or services described in the Contract Documents required 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 items 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. In addition, for any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the Contract will be placed with the Contractor.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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. OSHA REQUIREMENTS

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

16. 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.

17. SUPERVISION BY CONTRACTOR

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

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

21. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment,

the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the 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.

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

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

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

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

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

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

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

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

24. INDEMNIFICATION

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

25. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

26. 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.

27. OWNERSHIP AND RETURN OF RECORDS

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

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

written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

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

28. CONFIDENTIAL INFORMATION

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

29. ETHICS IN PUBLIC CONTRACTING

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

30. COUNTY EMPLOYEES

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

31. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of

the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

32. AUTHORITY TO TRANSACT BUSINESS

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

33. RELATION TO THE COUNTY

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

34. ANTITRUST

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

35. 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.

36. 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.

37. 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.

38. AMENDMENTS

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

39. 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.

40. DISPUTE RESOLUTION

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

41. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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; AND CONFIDENTIAL INFORMATION.

48. 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.

49. 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.

50. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

, Project Officer

AND

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

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

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

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not

discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

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

d. CONTRACTOR RECORD KEEPING

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

e. VIOLATIONS

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

53. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting

contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

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

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of

this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

- h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

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

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

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

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the

County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-314-ITBLW

B I D F O R M

SUBMIT THREE (3) 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 SECOND SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL, AND THE THIRD SHALL BE AN ELECTRONIC COPY ON USB DEVICE OR COMPACT DISC).

BIDS WILL BE OPENED AT 2:00 P.M., ON JULY 19, 2016

FOR PROVIDING LAUNDRY SERVICES FOR THE ARLINGTON COUNTY DETENTION FACILITY PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

1. **Price per month** (to be inclusive of all goods and services needed to successfully complete the scope of work) \$ _____
2. Bidder has submitted references demonstrating the minimum of two (2) years' experience in providing laundry services within a correctional or institutional facility: ____ Yes ____ No
3. Bidder has submitted proposed staffing plan: ____ Yes ____ No
4. Bidders has submitted references demonstrating the bidders' proposed on-site laundry manager has a minimum of two (2) years' experience in management of correctional service operations: ____ Yes ____ No
5. Bidder has submitted references demonstrating the bidder's other proposed contract laundry service employees have a minimum of one (1) year of laundry service experience in correctional service operations: ____ Yes ____ No

The undersigned understands and acknowledges the following:

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

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

BIDDER NAME: _____ BIDDER SIGNATURE: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

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

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

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

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

BIDDER NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

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

NAME (PRINTED): _____ TITLE: _____

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

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

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

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

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

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water and Sewer Authority
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools and Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

BIDDER'S LEGAL NAME:

DATE OF BID: _____

ATTACHMENT A

LIVING WAGE FORMS

WAGE NOTICE

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

\$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO MINIMO

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

\$13.13 POR HORA

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

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201

