NOTICE OF CONTRACT AWARD

TO:
BRAVOI FACILITY SERVICES, INC.
2000 NORTH 14TH ST., STE 150
ARLINGTON, VA 22201

DATE ISSUED: MAY 20, 2013

CURRENT REFERENCE NO: 676-13LW

CONTRACT TITLE: DPR - CUSTODIAL SERVICES - PARK RESTROOMS

PRIOR REFERENCE NO: 63-11LW

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

Your firm is awarded the above referenced. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on APRIL 30, 2020.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 676-13LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING AND ATTACHMENTS:

1) FOR PRICING INFORMATION REFER TO THE BID OF CONTRACTOR (ATTACHED)
2) ARLINGTON COUNTY INVITATION TO BID NO. 676-13LW

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

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

VENDOR CONTACT: James Vosburg.
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: vosburg@bravofacilityservices.com

COUNTY CONTACT: HELENA GILBERT

VENDOR TEL. NO.: 703-906-4103
VENDOR FAX. NO.: 703-534-0200

COUNTY TEL. NO.: 703-228-7981

CONTRACT AUTHORIZATION
Maryam N. Zafery, CPPB
Procurement Officer

DATE: 5/20/13

DISTRIBUTION
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 676-13LW

BID FORM
Page 1 OF 12

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

BIDS WILL BE OPENED AT 2:00 P.M., ON March 27, 2013

FOR PROVIDING JANITORIAL SERVICES FOR COUNTY PARKS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF
THIS SOLICITATION:

The undersigned understands and acknowledges the following:
The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL
AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing
Agent.
An electronic copy of the solicitation documents provided at the County Purchasing Agent's website
(http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be
acknowledged online before the documents can be downloaded.
Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents
they receive, including documents obtained from the County by either of the methods described above,
and documents obtained from all other sources.

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

Please mark one:

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

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

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

______________________________________________________________

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

______________________________________________________________

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

Bidders Name: James Vosburg

Form Revised 7-19-12

ITB No. 676-13 LW
### CLASS "A" RESTROOMS

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION OF RESTROOM</th>
<th>WITH PORCH OR SHELTER</th>
<th>YR 1</th>
<th>YR 2</th>
<th>YR 3</th>
<th>YR 4</th>
<th>YR 5</th>
<th>YR 6</th>
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<tr>
<td>1</td>
<td>BARCROFT #1</td>
<td>YES</td>
<td>$5527.00</td>
<td>$5527.00</td>
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<td>$5256.00</td>
<td>$5256.00</td>
<td>$5335.00</td>
<td>$5442.00</td>
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<td>3</td>
<td>FORT SCOTT PARK</td>
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<td>$5256.00</td>
<td>$5335.00</td>
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<td>$5256.00</td>
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<td>8</td>
<td>KENMORE SCHOOL</td>
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<td>$5335.00</td>
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<td>FT. C. F. SMITH PARK</td>
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<tr>
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<td>LUBBER RUN PARK</td>
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<td>$5745.00</td>
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<td><strong>SUBTOTALS - ANNUAL COST FOR ALL LOCATIONS IN CLASS A</strong></td>
<td></td>
<td>$52,831.00</td>
<td>$52,831.00</td>
<td>$53,625.00</td>
<td>$54,700.00</td>
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<td><strong>TOTAL - CONTRACT TERM COST FOR ALL LOCATIONS IN CLASS A</strong></td>
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BIDDERS NAME: James Vosburg

Form Revised 7-19-12
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<th>LOCATION OF RESTROOM</th>
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<th>YR 3</th>
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<td>$7769.00</td>
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<td>8275.00</td>
<td>8275.00</td>
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<tr>
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<td>Fairlington Center</td>
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<tr>
<td>11</td>
<td>BlueMont Park (Upper)</td>
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<td>Quincy Park</td>
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<td>$8675.00</td>
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<td>Virginia Highlands Park</td>
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<td>$7769.00</td>
<td>$7886.00</td>
<td>$8044.00</td>
<td>$8245.00</td>
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<td><strong>SUBTOTALS – ANNUAL COST FOR ALL LOCATIONS IN CLASS B</strong></td>
<td></td>
<td>$136,121</td>
<td>$136,121</td>
<td>$138,166</td>
<td>$140,933</td>
<td>$143,077</td>
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<td><strong>TOTAL – CONTRACT TERM COST FOR ALL LOCATIONS IN CLASS B</strong></td>
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<td>$841,781.00</td>
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## CLASS "C" RESTROOMS

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION OF RESTROOM</th>
<th>WITH PORCH OR SHELTER</th>
<th>YR 1</th>
<th>YR 2</th>
<th>YR 3</th>
<th>YR 4</th>
<th>YR 5</th>
<th>YR 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LUBBER RUN AMPHITHEATER (EST. 30 EVENTS/YEAR)</td>
<td>NO</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$609.00</td>
<td>$621.00</td>
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<tr>
<td>2</td>
<td>WASHINGTON LEE HIGH SCHOOL</td>
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<td>$2880.00</td>
<td>$2923.00</td>
<td>$2981.00</td>
<td>$3056.00</td>
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**SUBTOTALS - ANNUAL COST FOR ALL LOCATIONS IN CLASS C**

Total Bid Amount (Sum of totals for Contract Term for all Locations in all Schedules) $1,191,172.00

Written in Words: One Million One Hundred Ninety-one Thousand One Hundred Seventy-two Dollars

---

**EMERGENCY CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TELEPHONE NUMBER</th>
<th>ALT. TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Vosburg</td>
<td>703-534-0211</td>
<td>703-906-4103</td>
</tr>
</tbody>
</table>

**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.).

Form Revised 7-19-12

ITB No. 976-13 LW
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):

James Vosburg
2000 N. 14th Street Arlington Virginia

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

AUTHORIZED SIGNATURE_____________________________________________________

PRINT NAME AND TITLE __________________________ Regional Vice President

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

NAME (PRINTED): James Vosburg TITLE: Regional Vice President

E-MAIL ADDRESS: jvosburg@bravofacilityservices.com TEL. NO.: 703-906-4103

SUBMITTED BY: (LEGAL NAME OF ENTITY) Bravo! Facility Services

ADDRESS: 2000 N. 14th Street Suite 150
CITY/STATE/ZIP: Arlington, Virginia 22201

TELEPHONE NO: 703-534-0211 FACSIMILE NO: 703-534-0200

TAX ID NUMBER (EIN/SSN): 54-1155614 VA. CONTRACTOR LICENSE #: 

THIS FIRM IS A: ______ CORPORATION, _____ GENERAL PARTNERSHIP, _____ LIMITED PARTNERSHIP, _____ UNINCORPORATED ASSOCIATION, _____ LIMITED LIABILITY COMPANY, _____ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? Yes

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: 0210592-2

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? No

BIDDER STATUS: MINORITY OWNED: X WOMAN OWNED: X NEITHER: 

FORM REVISED 7-19-12

ITB No. 576-13 LW
(EXHIBIT A)

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

$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

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

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

PARA INFORMACION EN PERSONA DIRIJA SE A:
2100 CLARENDON BOULEVARD, OFFICINA NO 500
ARLINGTON, VA 22201
(EXHIBIT B)
ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: __________________________ to ________________________

Contract Number: ____________________________ Date: __________

Company Name and Address: ____________________________________

Authorized Signature: __________________________ Printed Name: __________

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

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<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
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</tbody>
</table>

By signing this form, the above-listed company certifies that the information provided is accurate and complete.
ATTACHMENT NO. 1
BID FORM ATTACHMENTS

JANITORIAL CONTRACT DISCREPANCY REPORT

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

BUILDING ADDRESS: ___________________  BUILDING NAME: ___________________

TO: _________________________________

FROM: _______________________________, COUNTY PROJECT OFFICER

REPORT DATE: _______________________

<table>
<thead>
<tr>
<th>DISCREPANCY OR PROBLEM: (DESCRIBE IN DETAIL; ATTACH SUPPORTING DOCUMENT; INCLUDE REFERENCE TO SPECIFICATION REQUIREMENT; AND ATTACH CONTINUATION SHEET IF NECESSARY).</th>
</tr>
</thead>
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<table>
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<table>
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<th>CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION OR RESOLUTION TO PROBLEM, AND/OR ACTIONS TO PREVENT RECURRENCE: (CITE APPLICABLE EXISTING OR NEW QUALITY CONTROL PROGRAM OR PROCEDURES; AND ATTACH CONTINUATION SHEET IF NECESSARY).</th>
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<table>
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<tr>
<th>NAME:</th>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY EVALUATION AND ACTION: (PARTIAL OR FULL ACCEPTANCE, REJECTION, PAYMENT DEDUCTION, CURE NOTICE, SHOW CAUSE, TERMINATION, OTHER: ATTACH CONTINUATION SHEET IF NECESSARY).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME:</th>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REPRESENTATIVE: ____________________________________________

COUNTY PROJECT OFFICER: ____________________________________

DATE: _______________________

BIDDER NAME: James Vosburg _________________________________

ITB No. 676-13 LW
ATTACHMENT NO. 2
LIQUIDATED DAMAGES FOR DISCREPANCIES AND MISSED CLEANING

(These are the deductive amounts to be deducted from any forthcoming contract payment to the contractor. County inspection personnel will note all contract discrepancies and report them to the county project officer)

<table>
<thead>
<tr>
<th>TECHNICAL SPECIFICATIONS</th>
<th>UNIT</th>
<th>DEDUCT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men's Restroom</td>
<td>Each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Women's Restroom</td>
<td>Each</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Plus the amount of bid for the actual restroom that was not cleaned calculated as follows:

Amount of bid + Number of total restrooms at location (Men's and Women's) + Frequency of cleaning = Individual Restroom Charge

Example: Women's Room not cleaned at Bon Air Park one day in past month

$25.00 + (Bon Air Bid Amount / 2 + 362) = Amount to be deducted by County from forthcoming contract payment
**ATTACHMENT NO. 3**

**SUPPLY LIST**

NOTE: THIS LIST IS BY NO MEANS EXHAUSTIVE AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE NECESSARY SUPPLIES AND EQUIPMENT ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT. RESTS WITH THE CONTRACTOR:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BRAND</th>
<th>GS-37 (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTIC TRASH CAN LINERS</td>
<td>Revolution Bag LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>PAPER TOWELS (RECYCLED)</td>
<td>Bay West</td>
<td>Yes</td>
</tr>
<tr>
<td>TWO-PLY TOILET PAPER (RECYCLED)</td>
<td>Bay West</td>
<td>Yes</td>
</tr>
<tr>
<td>HAND SOAP</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>TOILET SEAT COVERS</td>
<td>Bay West</td>
<td>Yes</td>
</tr>
<tr>
<td>CLEANER, GLASS/WINDOW</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>CLEANER, BATHROOM</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>CLEANER, BOWL</td>
<td>Spartan</td>
<td>No</td>
</tr>
<tr>
<td>CLEANER, MULTI-PURPOSE</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>DISINFECTANT</td>
<td>Spartan</td>
<td>No</td>
</tr>
<tr>
<td>TILE CLEANER</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>GUM REMOVER</td>
<td>Daycon</td>
<td>No</td>
</tr>
<tr>
<td>DUST MOP TREATMENT</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>WOOD CLEANER</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>PORCELAIN CLEANER</td>
<td>Daycon</td>
<td>Yes</td>
</tr>
<tr>
<td>STAINLESS STEEL CLEANER</td>
<td>3M</td>
<td>No</td>
</tr>
<tr>
<td>BRASS POLISH</td>
<td>Brasso</td>
<td>No</td>
</tr>
</tbody>
</table>

**BIDDER'S NAME:** James Vosburg
ATTACHMENT NO. 4

EQUIPMENT LIST

NOTE: THIS LIST IS BY NO MEANS EXHAUSTIVE AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE NECESSARY SUPPLIES AND EQUIPMENT ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>WET/DRY VACUUM</td>
<td>Tennant</td>
<td></td>
</tr>
<tr>
<td>FLOOR SCRUB MACHINE</td>
<td>Tennant</td>
<td>1</td>
</tr>
<tr>
<td>FLOOR BUFF MACHINE, LO SPEED</td>
<td>Tennant</td>
<td>1</td>
</tr>
<tr>
<td>BROOMS, INDOOR/OUTDOOR</td>
<td>Rubbermaid</td>
<td>3</td>
</tr>
<tr>
<td>DUST PAN</td>
<td>Rubbermaid</td>
<td>3</td>
</tr>
<tr>
<td>MOP, WET</td>
<td>Rubbermaid</td>
<td>3</td>
</tr>
<tr>
<td>MOP, DUST, TREATED</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>BUCKET</td>
<td>Rubbermaid</td>
<td>3</td>
</tr>
<tr>
<td>WRINGER</td>
<td>Rubbermaid</td>
<td>3</td>
</tr>
<tr>
<td>WET FLOOR SIGNS</td>
<td>Rubbermaid</td>
<td>6</td>
</tr>
<tr>
<td>MOBILE TRASH CAN WITH CADDY</td>
<td>Rubbermaid</td>
<td>2</td>
</tr>
<tr>
<td>DUSTERS, LAMBS WOOL OR EQUIV</td>
<td>Rubbermaid</td>
<td>2</td>
</tr>
<tr>
<td>COMMODE BRUSH</td>
<td>Rubbermaid</td>
<td>2</td>
</tr>
<tr>
<td>WINDOW CLEANING UTENSILS</td>
<td>Urger</td>
<td>2</td>
</tr>
<tr>
<td>PRESSURE WASHER</td>
<td>Craftman</td>
<td>1</td>
</tr>
<tr>
<td>FLOOR SQUEEGEE</td>
<td>Rubbermaid</td>
<td>1</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: James Vosburg
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 27TH DAY OF MARCH, 2013 FOR:

PROVIDING SUPERVISION, LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS NECESSARY FOR THE JANITORIAL SERVICES AT VARIOUS PARK RESTROOMS LOCATED IN ARLINGTON COUNTY, VIRGINIA ON AN AS-NEEDED BASIS, FOR UP TO A SEVEN-YEAR PERIOD.

THIS SOLICITATION INCLUDES THE SERVICE CONTRACT WAGE REQUIREMENTS, IN ACCORDANCE WITH §4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION

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

Bid Surety in the amount of not less than $10,000 must be submitted with the bid. Performance Bond in the amount of $200,000.00 will be required of the successful bidder.

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN OUR CURRENT SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION Link PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING.

A pre-bid conference will be held 9:00 am, March 13, 2013 at the Parks and Natural Resources Building, 2700 S. Taylor Street, Room 226 Arlington, VA 22206. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will not be recorded or published. Interested bidders are urged to attend.

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

Maryam N. Zahory, CPPB
Procurement Officer
mzahory@arlingtonva.us
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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
   All questions relating to this solicitation shall be submitted via e-mail to Maryam Zahory in the Office of the Purchasing Agent, at mzahory@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: [ITB No. 676-13LW Questions]. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

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

   Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.
4. **BIDDER CERTIFICATION**
   Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

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

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

7. **ERRORS IN EXTENSION**
   Where the unit price and the extension price are at variance, the unit price will prevail.

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

9. **EXPENSES INCURRED IN PREPARING BID**
   Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

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

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

    If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic
documents.
If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder’s sole expense and at no additional cost to Arlington County.

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

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

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

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

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

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

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

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

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

21. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.
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 to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

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. SURETY REQUIRED
   a. BID SURETY:
      A fully completed and properly executed original Bid Bond, cashier’s check, certified check, money order, or cash escrow in the amount of $10,000 made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

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

   c. Performance Surety:
      A fully completed and properly executed original Performance Bond in the amount of $200,000 will be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount through completion of the Contract, including all warranty and guarantee periods.

   d. Alternate Surety:
      If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan association’s letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall
be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety’s bond.

25. **LIVING WAGE CONTRACT**

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 paid 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 50 under Contract Terms and Conditions for further details specific to this solicitation/contract.).

26. **BEST VALUE APPROACH**

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

   a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the service required;

   b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

   c. Whether the bidder provides goods or services that are the best value for the County;

   d. The character, integrity, reputation, judgment, experience, and/or efficiency of the bidder;

   e. The quality of work and of performance under previous contracts or services;

   f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

   g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

   h. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the bidder’s taxes or assessments are delinquent;

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

27. **BEST VALUE BID SUBMISSION REQUIREMENTS**

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

   a. **SECTION A – EXPERIENCE & QUALIFICATION**
Bidder(s) shall submit evidence of experience for both the firm and its staff, as required below. Such information shall clearly identify the experience and qualifications in performing the type of work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

1. **FIRM EXPERIENCE:**

Bidder shall have a minimum of five (5) years experience in providing contracted janitorial services in federal, state, or local government facilities. References shall be provided by the Bidder for five (5) current or past contracts of similar size and type contracts.

2. **PRINCIPAL STAFF EXPERIENCE:**

Bidder shall detail the experience, educational background and training of proposed principal staff, as follows:

   a. The Contract Manager shall be a current employee of the Bidder;
   b. The Contract Manager shall be qualified employee, skilled in the performance of his/her duties;
   c. The Contract Manager shall have at least three (3) years of experience managing or supervising similar account(s)
   d. Supervisor - The Supervisor shall be a current employee of the bidder;
   e. The Supervisor shall be a qualified employee, skilled in the performance of their duties; and
   f. The Supervisor shall have a minimum of eighteen (18) months experience in supervising similar size account(s).

3. **LINE STAFF EXPERIENCE:**

   a. Proposed line staff shall be qualified employees, skilled in the performance of their duties
   b. Proposed line staff shall have at a minimum six (6) months of experience performing similar duties.

**SECTION B – STAFFING REQUIREMENTS**

Bidder(s) shall submit a staffing plan for this contract, which at a minimum shall contain the following:

1. Employees names, title and current hourly wage
2. The firm’s recruitment plan including but not limited to selection and screening process of applicants
3. The firm’s retention plan including but not limited to description of benefits, training and orientation processes
4. Copies of each individuals’ I-9 form
5. The Contractor shall not substitute the named individuals for the duration of the contract unless the substitute individuals have equivalent qualifications approved by the County. (REFER TO PROJECT STAFF PARAGRAPH ON PAGE 31)

SECTION C – QUALITY CONTROL PROGRAM
Bidder(s) shall submit information regarding their quality control programs which at a minimum shall include the following:

1. Bidder(s) shall describe how, or in what form, customer feedback is solicited
2. Bidders shall submit samples of documentations used for quality assurance. Examples of such document may include weekly inspection forms that are submitted to a Project Officer, and or as any internal inspections performed by the Bidder

SECTION D – SUPPLIES AND EQUIPMENT REQUIREMENTS
1. Bidders shall submit a detailed list of Green Seal products that will be used in the performance of this contract. This information shall be inserted on the “Supply List” (BID FORM ATTACHMENT NO. 3)
2. Bidders shall submit a detailed list of all equipment that will be used to service this contract. This information shall be inserted on the “Equipment List” (BID FORM ATTACHMENT NO. 4).

SECTION E – PRICING & EMERGENCY CONTACT
1. Bidder(s) shall submit a properly completed Bid Form in its entirety.
2. Bid Form shall include the pricing for the A, B, and C Class restrooms. Incomplete Bid Forms will be rejected
3. The restrooms in these classes will be cleaned according to the following schedules:
   a. **CLASS “A” RESTROOMS:** shall be cleaned one time per day seven days per week from Marcy 15th until November 15th, or two hundred and forty (240) days per year.
   b. **CLASS “B” RESTROOMS:** shall be cleaned one time per day seven days per week, year round for a total of three hundred and sixty two (362) days per year. They shall not be cleaned on Thanksgiving Day, Christmas Day and New Year’s Day.
   c. **CLASS “C” RESTROOMS:** cleaning schedule shall vary according to the facility and the County’s need. The County will provide the Contractor with at least forty eight (48) hours prior notice to clean “C” restrooms. Currently there is only one location on the “C” list; Lubber Run Amphitheater. During calendar year, Lubber Run Amphitheater will be used approximately 30 times and is accessible only to performers. Based on that usage, the County anticipates thirty (30) cleanings per year under this contract. The “C” locations are open only during the summer months. Washington Lee High School shall be serviced weekends only from September through June and daily from July through August.
4. Bid Form shall include emergency contact information in the space provided.
28. **BEST VALUE AWARD PROCESS**
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

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

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

30. **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

I. SERVICE REQUIREMENTS

1. Restrooms shall be cleaned between 11:00pm and 7:00am.

2. All doors, gates or similar devices that provide access to the restrooms must be locked to prevent the public from entering the park outside of normal operating hours.

3. The Contractor shall clean grouting and sealants with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile, and any loose or broken grouting shall be reported to the County Project Officer. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

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

4. The Contractor shall have designated staffs, who speak fluent English to respond to any complaints, questions or compliments.

5. The Contractor shall submit a Weekly Report to the County Project Officer. This report shall be submitted at 9:00 am, each Monday morning via email. The weekly report shall contain citizen’s questions, complaints and or compliments along with notes on Contractor’s attempt to resolve the issue and the outcome.

6. The Contractor shall use caution when entering and exiting a park area with a motorized vehicle. The Contractor shall maintain a safe driving speed, use four way flashers and give right-of-way to pedestrians and cyclists using the park at all times.

7. All vandalism must be reported to County Project Manager prior to attempting to clean up. Project Manager must be notified via email or voicemail prior to 7:00am on the day of the incident.

II. FREQUENCY OF SERVICE

A. DAILY:

The Contractor shall:

1. Pick up litter, trash, cigarette butts, etc. within twenty five feet of the building and place them in a heavy-duty plastic bag which is to be placed in the nearest outside litter receptacle.

2. Trash receptacles shall be emptied and contents bagged and placed next to the nearest outdoor parks litter receptacle.

3. Wash all interior trash receptacles and infant changing tables with a germicidal disinfectant.

4. Sink basins and vanity areas shall be washed, using a germicidal disinfectant. This shall include the underside of the basins and pipe fixtures.
5. Mirrors shall be cleaned free from water marks, streaks soil, stains, graffiti, and other omissions and shall present a high shine. Abrasive cleaners shall not be used.

6. Damp mop floors with a disinfectant soap. Floors under and around commodes, vanities and all corners are to be cleaned. Whenever restrooms are cleaned during park operation hours appropriate safety signage (i.e. “Caution Wet Floor”) shall be used. There should be no standing water left on the floors.

7. Replenish hand soap, paper towels, and tissue, which are furnished by the Contractor. The County’s Project Officer shall be notified via the weekly report, of any of this equipment that is found to be broken, leaking, or in any way of needing repair or replacement.

8. Clean and wipe all commodes and urinals with a disinfectant soap inside and outside. Spot clean walls, wipe all partitions, ledges, sills, rails, vents, doors (both sides), and doorknobs with a cloth dampened with a disinfectant.

9. In the case of shelters attached to the restroom, clean the shelter floor by applying disinfectant, waiting an appropriate length of time and thoroughly rinsing floor with water. Remove excess water. Tables shall be washed with a germicidal disinfectant suitable for surfaces intended for contact with food.

10. Remove all old balloons, decorations, unauthorized notices, and dangerous staples, etc.

B. PERIODIC:

The Contractor shall:

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

2. Wash floor drains weekly.

3. All floors machine scrubbed or washed with a pressure washer monthly with disinfectant and grout cleaners where there are ceramic tile floors. (NOTE: Wash outside of commodes and urinals as well as all fixtures with a disinfectant soap after the tile floors are machine scrubbed.)

4. Scrub area under all commodes and bottom of walls with a deck brush once weekly.

5. Wash ceiling, light fixtures and wall vents monthly.

6. Clean any attached shelter ceilings and rafters monthly. This includes removing all staples, tacks, tape, spider webs, wasp nests, and etc from the shelter.

7. The Contractor shall submit a weekly report to the County’s Project Officer that summarizes the work done that week and the work scheduled for the following week at each location. In addition, the report shall include a list or description of any maintenance or other problems noted in the county facilities that are the responsibility of the County to repair or replace. Any urgent problems such as leaks, stopped up drains, blockages, electrical problems, etc. shall be reported to the Project Officer by 7:00am the following morning.

8. The Contractor shall post a weekly cleaning schedule in each restroom. This schedule shall be updated daily to show the time the restroom was cleaned.

III. GENERAL REQUIREMENTS:

A. The Contractor shall furnish all labor, supervision, equipment, materials and supplies
necessary to perform janitorial services.

B. The Contractor shall furnish all paper towels, toilet paper, liquid soap, and urinal and wall mounted deodorizers. The Contractor shall clean the facilities Sunday through Saturday between the hours of 11:00pm and 7:00am, unless stated otherwise herein in other sections of this specification, except on the following County observed holidays:

- New Year’s Day
- Thanksgiving Day
- Christmas Day

C. The County reserves the right to add or delete locations from the contract list, or to change the frequency of cleaning or the length of the cleaning season for a restroom.

D. The park restrooms DO NOT have any closet or areas for the Contractors to store cleaning supplies, paper goods or cleaning equipment at the work site. When preparing their bids the bidder(s) shall take in consideration that their staff will have to bring everything they need with them to the restroom each night and take it with them when they complete their work.

E. The County reserves the right to require the removal of any employee of the Contractor from the sites at any time who is incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment is contrary to the consistent good relations with the County or the general public.

F. **TRAINING:**
   The Contractor shall be responsible for all general and specialty training of its employees.
   Written documentation certifying such training shall be provided to the County Project Officer thirty (30) days following award of the contract.
   It is the Contractor’s responsibility to train its employees on the Right-to-Know laws and any other training necessary to meet OSHA and other relevant Federal, state and local Regulations.

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

H. **SUPPLIES:**
   1. The Contractor shall ensure that all paper products (double-ply toilet paper and paper towels) contain 100% recycled content and a minimum of thirty percent (30%) post-consumer recycled content and manufactured without the additional use of elemental chlorine or chloride compounds.
   2. The County reserves the right to reject paper products provided by the Contractor.
   3. The Contractor shall only use cleaning supplies that are appropriate for the job, so
their application is not harmful to the surfaces and surroundings.

4. All cleaning products shall be of Green Seal Standards (GS-37) and or meet the California Code of Regulation for low VOC.

5. The Contractor shall ensure that all chemical products are purchased and used in their original containers and the chemical concentrates are handled only in the areas designated by the County Project Officer.

6. All supplies shall be available for the County Project Officer’s inspection and approval.

7. The Contractor shall maintain on site a copy of the Material Safety Data Sheets (“MSDS”) for each chemical product used for cleaning and submit them to the County Project Officer for upon request.

8. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract.

9. Markings or labeling of material containing toxic or hazardous substances or waste shall be in accordance with all Federal, State, and County laws, ordinances, rules and regulations.

10. The Contractor shall verify that all chemicals applied to floors provide adequate protection against slippery floors. Any observed instances of slippery floors shall be corrected immediately upon discovery.

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

I. LOCK POSTS:
   All lock posts/bollards shall be put back in position when exiting the various locations, regardless if you removed it or not.

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

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

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

V. CONTRACT REQUIREMENTS

A. Method of Payment and Consequence of Failure To Perform Services:

1. Payment will be monthly in arrears, each month’s payment being 1/12th of the annual bid amount subject to any adjustments allowed by this specification. The County reserves the right to reduce the monthly payment for unsatisfactory performance/nonperformance in accordance with rates set out in the SCHEDULE OF PRICES FOR BUILDING CLEANING DEDUCTIONS/LIQUIDATED DAMAGES (SEE BID FORM ATTACHMENT NO. 2).

2. The County’s Project Officer, or designee, may inspect the facilities at any time to validate Contractor’s compliance with the terms and conditions of the Contract. The Contractor will receive written notice of deficiencies and or copies of the inspection reports, or validated complaint letters, under the following conditions:

a. prior to charging liquidated damages/deductions;

b. Whenever nonperformance exists, or unsatisfactory services are performed. The Contractor shall be conclusively presumed to have actual knowledge of work not performed and that notices shall not be a prerequisite for withholding payment for non-performed and unsatisfactory services.

c. When the Contractor’s performance is in unsatisfactory or deductions are to be charged, a Janitorial Contract Discrepancy Report (SEE BID FORM ATTACHMENT #2) shall be issued by the County’s Project Officer. The Contractor shall reply, in legible writing, within twenty four (24) hours explaining:

d. The reasons for the unsatisfactory performance;

e. the corrective action(s) to be taken; and

f. Procedures to be implemented to prevent a recurrence.

g. During the first three (3) months of the Contract, the Contractor’s Project Manager shall meet twice a month (formally) and speak on the telephone daily, Monday thru Friday (informally) with the County’s Project Officer and other designated County officials as necessary for the purpose of discussing performance. The meetings and telephone calls shall be documented by County staff. It is the responsibility of the Contractor to state in writing any disagreement with the minutes.

h. After the first three (3) months of the Contract, the Contractor’s Project Manager shall meet once a month (formally) and daily (informally) at the discretion of the County’s Project Officer, or by phone, with the County’s Project Officer and other designated County officials for the purpose of discussing performance as requested by either party.

i. A weekly report containing a list of all problems encountered over the week; projects completed; maintenance issues; inspection summary; and an overall summary of week’s activities shall be submitted to the County’s Project Officer.
by 12:00 noon each Friday.

j. The Contractor shall assign a full-time, on-site Contract Manager who shall report as required to the County's Project Officer for communication and coordination of the custodial functions and quality control. The Contract Manager shall inspect all areas of the buildings covered by this contract as requested by the Project Officer for the purpose of ensuring quality workmanship and compliance with the contract; note discrepancies and complaints; and correct deficiencies in the work.

1. The Contract Manager shall be capable of communicating in and understanding English (both verbal and written). The Contract Manager must be able to respond to the needs communicated by the County's Project Officer.

2. The Contract Manager shall be responsible for all keys assigned to unlock spaces, and for the security of the building. If the Contract Manager or any of the Contractor's employees lose any keys, the Contractor shall be liable for the total cost of re-keying the entire area affected.

3. The Contract Manager shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:

   a. The Contractor's employees who are under the influence of alcohol or drugs will not be permitted on County property. The Contractor's employees appearing to be under the influence of alcohol or drugs, as determined by the County's Project Officer, will be reported to the Contract Manager who will be responsible for taking the appropriate action including removal of the employee from County property.

   b. No loud or boisterous conduct (to include vehicle radios) will be permitted. The Contractor must follow all County codes, including the County's noise ordinance.

   c. The Contractor's employees shall not use or tamper with equipment or County employee personal property at any time.

   d. The Contractor's employees shall not use the County's business telephones at any time.

   e. The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is authorized as a working employee by the Contractor and the County.
## RESTROOM LOCATIONS AND SERVICE FREQUENCY REQUIREMENTS

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

<table>
<thead>
<tr>
<th>LOCATION OF RESTROOM</th>
<th>START OF SERVICE</th>
<th>CLASS</th>
<th>WITH PORCH AND/OR SHELTER</th>
<th>ADDRESS</th>
<th>NEAREST CROSS STREET</th>
<th>PSA</th>
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<tbody>
<tr>
<td>ALCOVA HEIGHTS PARK</td>
<td>11P.M.</td>
<td>B</td>
<td>NO</td>
<td>901 S GEORGE MASON DR</td>
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<td>HAYES PARK</td>
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<td>BON AIR PARK</td>
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<td>850 N LEXINGTON ST</td>
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<td>GLENCARLYN PARK</td>
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<td>NO</td>
<td>301 S HARRISON ST</td>
<td>S 4TH ST</td>
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<tr>
<td>GREENBRIER PARK</td>
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<td>NO</td>
<td>5201 28TH ST N</td>
<td>N GREENBRIER ST</td>
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<td>WASHINGTON BLVD</td>
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<tr>
<td>LUBBER RUN PARK</td>
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<td>YES</td>
<td>N COLUMBUS ST &amp; N 2ND ST</td>
<td>N 2ND ST</td>
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<td>WESTOVER PARK</td>
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<tr>
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<td>4100 S FOUR MILE RUN DR</td>
<td>S GEO. MASON DR</td>
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<td>BARCROFT #2</td>
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<td>S. GEO.MASON DR.</td>
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<tr>
<td>BARCROFT #3</td>
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<td>4100 S. FOUR MILE RUN DR.</td>
<td>S. GEO. MASON DRIVE</td>
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<td>NO</td>
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<td>N. 23RD ROAD</td>
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<td>N. NASH ST</td>
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<td>S. NELSON ST</td>
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<td>N. 20TH ST</td>
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<td>S. 33RD ST.</td>
<td>3</td>
</tr>
<tr>
<td>LOCATION OF RESTROOM</td>
<td>START OF SERVICE</td>
<td>CLASS</td>
<td>WITH PORCH AND/OR SHELTER</td>
<td>ADDRESS</td>
<td>NEAREST CROSS STREET</td>
<td>PSA</td>
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<tr>
<td>LUBBER RUN AMPHITHEATER</td>
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<td>N. 2ND ST</td>
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<tr>
<td>WASHINGTON LEE H.S.</td>
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<td>WASHINGTON BLVD.</td>
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</tbody>
</table>

**NOTE:** THESE LOCATIONS ARE NOT EQUIPPED WITH ANY STORAGE FACILITIES AND CANNOT ACCOMMODATE ANY REQUEST TO STORE CONTRACTOR OWNED EQUIPMENT AND SUPPLIES.
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. 676-13LW.

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

2. **SCOPE OF WORK**
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is provision of restroom cleaning services at various parks and recreation centers located in Arlington County, Virginia. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. **CONTRACT TERM**
The term of this Agreement will commence upon County’s execution of the award documents, and the Contractor shall continue operations until April 30, 2020.

4. **CONTRACT PRICING**
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County’s Invitation to Bid No. 676-13LW at the prices provided in the bid of the Contractor.

5. **CONTRACT PRICING ADJUSTMENT**
The Contract unit price(s) set forth in the bid of the Contractor shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

   A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to April 30th of any given year of the contract (April 30 may be referred to herein below as “Anniversary Date”).

   B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) during the twelve (12) month that ended in the prior September of each year of the contract.

   C. Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in subsections A and B of this section shall become effective the day after the next Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year according to the procedure set forth in this section.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in subsections A and B of this section by the thirtieth (30th) calendar day prior to the next Anniversary Date, then the County may in its sole discretion terminate the Contract.
6. **PROJECT OFFICER**
   The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

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

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

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

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

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

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

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

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

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual
contract amount and that such excess shall not give rise to any claim for compensation other than at
the unit prices and/or rates set forth in this Contract.

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 Contractors provide services
without a signed County Purchase Order, it does so at its own risk and expense.

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

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

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

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

15. 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.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

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

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

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

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

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

19. 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.

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

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

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

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

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

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

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

21. 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.

22. 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.
23. **INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

24. **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.

25. **OWNERSHIP AND RETURN OF RECORDS**

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

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

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

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

26. 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.

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

28. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
29. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

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

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

33. **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.

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

35. **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.

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

37. **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.

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

39. **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 to the same shall be the courts of the Commonwealth of Virginia.
hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

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

**TO THE CONTRACTOR:** REFER TO BID FORM OF CONTRACTOR

**TO THE COUNTY:**

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

AND

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

49. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

50. **SERVICE CONTRACT WAGE REQUIREMENTS**

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

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

c. **ADDITIONAL COMPLIANCE REQUIREMENTS**
At all times during the term of the Contract, the Contractor shall:
1) Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Exhibit A);

2) Provide, within five (5) days of an employee’s request, a written statement of the then current required wage rate (using the same form provided in item 1) above;

3) Include the provisions of this clause in all subcontracts for work performed under this Contract; and

4) Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B.) Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

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

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

51. 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. 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 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. 676-13LW

B I D   F O R M
Page 1 OF 12

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

BIDS WILL BE OPENED AT 2:00 P.M., ON March 27, 2013

FOR PROVIDING JANITORIAL SERVICES FOR COUNTY PARKS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:
The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.
An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.
Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

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

Please mark one:

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

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

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

___________________________________________________________

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

___________________________________________________________

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

BIDDERS NAME:______________________________________________

Form Revised 7-19-12
## CLASS “A” RESTROOMS

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION OF RESTROOM</th>
<th>WITH PORCH OR SHELTER</th>
<th>YR 1</th>
<th>YR 2</th>
<th>YR 3</th>
<th>YR 4</th>
<th>YR 5</th>
<th>YR 6</th>
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<td><strong>SUBTOTALS – ANNUAL COST FOR ALL LOCATIONS IN CLASS A</strong></td>
<td></td>
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<td><strong>TOTAL - CONTRACT TERM COST FOR ALL LOCATIONS IN CLASS A</strong></td>
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BIDDER'S NAME: ________________________________
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<th>YR 3</th>
<th>YR 4</th>
<th>YR 5</th>
<th>YR 6</th>
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<td>ALCova Heights Park</td>
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<tr>
<td>2</td>
<td>Bluemont Park (Upper)</td>
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<td>11</td>
<td>Bluemont Park (Upper)</td>
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<td>Jennie Dean Park</td>
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**SUBTOTALS – ANNUAL COST FOR ALL LOCATIONS IN CLASS B**

|                      | $                     | $                     | $                     | $                     |

**TOTAL - CONTRACT TERM COST FOR ALL LOCATIONS IN CLASS B**

$
### CLASS “C” RESTROOMS

<table>
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<th>#</th>
<th>LOCATION OF RESTROOM</th>
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<th>YR 2</th>
<th>YR 3</th>
<th>YR 4</th>
<th>YR 5</th>
<th>YR 6</th>
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</thead>
<tbody>
<tr>
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<td>LUBBER RUN AMPHITHEATER</td>
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<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td></td>
<td>(EST. 30 EVENTS/YEAR)</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>WASHINGTON LEE HIGH SCHOOL</td>
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<td>$</td>
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<td>$</td>
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</table>

**SUBTOTALS – ANNUAL COST FOR ALL LOCATIONS IN CLASS C**

|                          | $ | $ | $ | $ | $ | $ |

**TOTAL - CONTRACT TERM COST FOR ALL LOCATIONS IN CLASS C**

|                          | $ |

Total Bid Amount (Sum of totals for Contract Term for all Locations in all Schedules) $____________

Written in Words: ________________________________________________________________

### EMERGENCY CONTACT INFORMATION

<table>
<thead>
<tr>
<th>NAME</th>
<th>TELEPHONE NUMBER</th>
<th>ALT. TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

### 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.).
CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

___________________________________________________________

___________________________________________________________

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

AUTHORIZED SIGNATURE __________________________________________

PRINT NAME AND TITLE __________________________________________

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

NAME (PRINTED): ______________________________ TITLE: ______________________________

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

SUBMITTED BY: (LEGAL NAME OF ENTITY)

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO: FACSIMILE NO.:

TAX ID NUMBER (EIN/SSN): VA. CONTRACTOR LICENSE #:

THIS FIRM IS A: • INSERT NAME OF STATE ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:
(EXHIBIT A)

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

$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

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

$13.13 POR HORA

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

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA NO 500
ARLINGTON, VA 22201
ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: ______________________ to ______________________

Contract Number: __________________________________________ Date: ________

Company Name and Address: ___________________________________________________________

Authorized Signature: __________________________ Printed Name: __________________________

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

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

By signing this form, the above-listed company certifies that the information provided is accurate and complete.
## JANITORIAL CONTRACT DISCREPANCY REPORT

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

<table>
<thead>
<tr>
<th>BUILDING ADDRESS:</th>
<th>BUILDING NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TO: ___________________________________________

FROM: ________________________, COUNTY PROJECT OFFICER

REPORT DATE: ______________

### DISCREPANCY OR PROBLEM:

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

<table>
<thead>
<tr>
<th>NAME:</th>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION OR RESOLUTION TO PROBLEM, AND/OR ACTIONS TO PREVENT RECURRENCE:

(CITE APPLICABLE EXISTING OR NEW QUALITY CONTROL PROGRAM OR PROCEDURES; AND ATTACH CONTINUATION SHEET IF NECESSARY).

<table>
<thead>
<tr>
<th>NAME:</th>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### COUNTY EVALUATION AND ACTION:

(PARTIAL OR FULL ACCEPTANCE, REJECTION, PAYMENT DEDUCTION, CURE NOTICE, SHOW CAUSE, TERMINATION, OTHER: ATTACH CONTINUATION SHEET IF NECESSARY).

<table>
<thead>
<tr>
<th>NAME:</th>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

REPRESENTATIVE: __________________________________________

COUNTY PROJECT OFFICER: ______________________________________

DATE: ________________________

BIDDER NAME: __________________________________________

45
ITB No. 676-13 LW
LIQUIDATED DAMAGES FOR DISCREPANCIES AND MISSED CLEANING

(These are the deductive amounts to be deducted from any forthcoming contract payment to the contractor. County inspection personnel will note all contract discrepancies and report them to the county project officer)

<table>
<thead>
<tr>
<th>TECHNICAL SPECIFICATIONS</th>
<th>UNIT</th>
<th>DEDUCT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEN’S RESTROOM</td>
<td>EACH</td>
<td>$25.00</td>
</tr>
<tr>
<td>WOMEN’S RESTROOM</td>
<td>EACH</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Plus the amount of bid for the actual restroom that was not cleaned calculated as follows:

\[ \text{AMOUNT OF BID} \div \text{NUMBER OF TOTAL RESTROOMS AT LOCATION (MEN’S AND WOMEN’S)} \div \text{FREQUENCY OF CLEANING} = \text{INDIVIDUAL RESTROOM CHARGE} \]

Example: Women’s room not cleaned at Bon Air Park one day in past month

\[ $25.00 + (\text{Bon Air Bid Amount} ÷ 2 ÷ 362) = \text{AMOUNT TO BE DEDUCTED BY COUNTY FROM FORTHCOMING CONTRACT PAYMENT} \]
**ATTACHMENT NO. 3**

**SUPPLY LIST**

NOTE: THIS LIST IS BY NO MEANS EXHAUSTIVE AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE NECESSARY SUPPLIES AND EQUIPMENT ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BRAND</th>
<th>GS-37 (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTIC TRASH CAN LINERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAPER TOWELS (RECYCLED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TWO-PLY TOILET PAPER (RECYCLED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAND SOAP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOILET SEAT COVERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEANER, GLASS/WINDOW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEANER, BATHROOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEANER, BOWL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLEANER, MULTI-PURPOSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISINFECTANT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TILE CLEANER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GUM REMOVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUST MOP TREATMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WOOD CLEANER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PORCELAIN CLEANER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAINLESS STEEL CLEANER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRASS POLISH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S NAME: ____________________________

47

ITB No. 676-13 LW
**EQUIPMENT LIST**

NOTE: THIS LIST IS BY NO MEANS EXHAUSTIVE AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE NECESSARY SUPPLIES AND EQUIPMENT ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>WET/DRY VACUUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOOR SCRUB MACHINE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOOR BUFF MACHINE, LO SPEED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BROOMS, INDOOR/OUTDOOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUST PAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOP, WET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOP, DUST, TREATED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUCKET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WRINGER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WET FLOOR SIGNS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOBILE TRASH CAN WITH CADDY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUSTERS, LAMBS WOOL OR EQUIV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMODE BRUSH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WINDOW CLEANING UTENSILS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRESSURE WASHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOOR SQUEEGEE</td>
<td></td>
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</tr>
</tbody>
</table>

BIDDER’S NAME: ________________________________