NOTICE OF AWARD OF CONTRACT

TO: THE CRYSTAL COMPANIES, INC.
T/A CRYSTAL WINDOW CLEANING CO.
43671 TRADE CENTER PLACE
SUITE 160
STERLING, VA 20166-2121

DATE ISSUED: APRIL 28, 2011
CURRENT REFERENCE NO: 88-11
CONTRACT TITLE: DES - WINDOW CLEANING SERVICES
PRIOR REFERENCE NO: N/A

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

Your firm is awarded the above referenced contract in accordance with your bid dated April 14, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2012.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 88-11 and the bid of the Contractor.

CONTRACT PRICING:

1) REFER TO CONTRACTOR’S BID FORM.
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON NOVEMBER CPI-U.

ATTACHMENTS:

1) CONTRACTOR’S BID FORM
2) AMENDMENT NOS. 1 AND 2
3) INVITATION TO BID NO. 88-11

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: THOMAS LOGAN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1656651
EMAIL ADDRESS: TLOGAN@CRYSTALWINDOW.COM

COUNTY CONTACT: JAMES MENDITTO

VENDOR TEL. NO.: 703-661-0655
VENDOR FAX. NO.: 703-661-0633
COUNTY TEL. NO.: 703-228-4451

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 88-11

REVISED BID FORM PAGE 1 OF 5

SUBMIT TWO (2) FULLY-COMPILED 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 APRIL 14, 2011

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

The undersigned understands and acknowledges the following:

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

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

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

BIDDER NAME: CRYSTAL WINDOW CLEANING CO.

I. GROUP I: Facilities with three (3) or fewer stories above ground

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1527 CLARENDON BOULEVARD</td>
<td>$ 235.00</td>
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<td>2</td>
<td>2049 NORTH 15TH STREET</td>
<td>$ 300.00</td>
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<tr>
<td>3</td>
<td>735 18TH STREET, NORTH</td>
<td>$ 340.00</td>
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<td>4</td>
<td>2422 NORTH FILMORE STREET</td>
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<tr>
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<td>2800 SOUTH TAYLOR ST.</td>
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<tr>
<td>6</td>
<td>METRO ELEVATOR CLARENDON BLVD./N UHLE</td>
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<td>7</td>
<td>2133 NORTH TAFT ST</td>
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<tr>
<td>8</td>
<td>3608 MILITARY RD</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>9</td>
<td>625 S. CARLIN SPRINGS RD</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>10</td>
<td>2411 NORTH 24TH ST</td>
<td>$ 600.00</td>
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<tr>
<td>11</td>
<td>2975 S. QUINCY STREET</td>
<td>$ 250.00</td>
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LIBRARY

<table>
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<tr>
<td>12</td>
<td>1015 NORTH QUINCY STREET</td>
<td>$ 1200.00</td>
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<tr>
<td>13</td>
<td>2150 NORTH MILITARY ROAD</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>14</td>
<td>1800 NORTH LEXINGTON STREET</td>
<td>$ 150.00</td>
</tr>
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</table>

BIDDER NAME: CRYSTAL WINDOW CLEANING CO.
<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
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<tbody>
<tr>
<td>15</td>
<td>300 SOUTH KENSINGTON STREET</td>
<td>$100.00</td>
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<tr>
<td>16</td>
<td>4200 CAMPBELL AVENUE</td>
<td>$100.00</td>
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<tr>
<td>17</td>
<td>800 WALTER REED DRIVE, SOUTH</td>
<td>$450.00</td>
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<tr>
<td>18</td>
<td>1801 N. GEORGE MASON DR.</td>
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<td>19</td>
<td>1725 NORTH GEORGE MASON DRIVE</td>
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<td>20</td>
<td>1800 NORTH EDISON</td>
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<td>21</td>
<td>3829 NORTH STAFFORD STREET</td>
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<td>22</td>
<td>1810 NORTH EDISON STREET</td>
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<td>3109 NORTH 9TH ROAD</td>
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<td>24</td>
<td>1727 NORTH FAIRFAX DRIVE</td>
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<td>25</td>
<td>3141 NORTH 10TH STREET</td>
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<td>26</td>
<td>1554 COLUMBIA PIKE</td>
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<td>27</td>
<td>2701 SOUTH TAYLOR STREET</td>
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<td>29</td>
<td>4200 28TH STREET, SOUTH</td>
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<td>4202 28TH STREET, SOUTH</td>
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<tr>
<td>31</td>
<td>300 NORTH PARK DRIVE</td>
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<td>32</td>
<td>5722 LEE HIGHWAY</td>
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<td>33</td>
<td>2909 SOUTH 16TH STREET</td>
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<tr>
<td>34</td>
<td>4200 S. FOUR MILE RUN</td>
<td>$900.00</td>
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<tr>
<td>35</td>
<td>2700 S. FOUR MILE RUN</td>
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<tr>
<td>36</td>
<td>3308 SOUTH STAFFORD STREET</td>
<td>$900.00</td>
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**FIRE DEPARTMENT**

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<tr>
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<tr>
<td>37</td>
<td>500 S. GLEBE ROAD</td>
<td>$200.00</td>
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<tr>
<td>38</td>
<td>4805 WILSON BOULEVARD</td>
<td>$200.00</td>
</tr>
<tr>
<td>39</td>
<td>1025 N. IRVING STREET</td>
<td>$200.00</td>
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<tr>
<td>40</td>
<td>1750 S. HAYES STREET</td>
<td>$700.00</td>
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<tr>
<td>41</td>
<td>3120 ABINGDON STREET</td>
<td>$300.00</td>
</tr>
<tr>
<td>42</td>
<td>4845 LEE HIGHWAY</td>
<td>$200.00</td>
</tr>
<tr>
<td>43</td>
<td>1900 S. WALTER REED DRIVE</td>
<td>$300.00</td>
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<tr>
<td>44</td>
<td>1559 WILSON BOULEVARD</td>
<td>$400.00</td>
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**TOTAL GROUP I** $19,475.00

**II. GROUP II - Buildings with four (4) or more stories above ground**

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<tr>
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<tr>
<td>1</td>
<td>1400 NORTH UHLE STREET</td>
<td>$1200.00</td>
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<tr>
<td>2</td>
<td>1435 NORTH COURTHOUSE ROAD</td>
<td>$4400.00</td>
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<tr>
<td>3</td>
<td>1425 NORTH COURTHOUSE ROAD</td>
<td>$7000.00</td>
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**TOTAL GROUP II** $13,400.00

**BIDDER NAME:** Crystal Window Cleaning Co.
III. GROUP III: Water Pollution Control Plant buildings

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3402 S. GLEBE ROAD - OPERATIONS BLDG</td>
<td>$1250.00</td>
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<tr>
<td>2</td>
<td>3139 S FERN ST (PREF. TREATMENT BLDG)</td>
<td>$340.00</td>
</tr>
<tr>
<td>3</td>
<td>3111 S FERN ST ROAD (MAINTENANCE)</td>
<td>$700.00</td>
</tr>
<tr>
<td>4</td>
<td>3208 S EADS ST (DENATERING BLDG)</td>
<td>$900.00</td>
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</table>

**TOTAL GROUP III** $3,190.00

IV. BID TOTAL (Items I + II + III above): $33,765.00

V. IS THE BIDDER LOCATED WITHIN ONE HUNDRED (100) MILES OF ARLINGTON COUNTY AS REQUIRED ON PAGE 9? YES ☑ NO

VI. DID THE BIDDER SUBMIT ITS SAFETY MANUAL AS REQUIRED ON PAGE 14? YES ☑ NO

VII. REFERENCES

A. MULTI-BUILDING CONTRACT

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meriwether Properties</td>
<td>Mindy Redd</td>
<td>703-858-2925</td>
</tr>
<tr>
<td>Halle Enterprises</td>
<td>Kent Kozinski</td>
<td>703-971-5264</td>
</tr>
<tr>
<td>F.B.I.</td>
<td>Franklin Tombs, Jr.</td>
<td>703-971-4474</td>
</tr>
</tbody>
</table>

B. HIGH-RISE BUILDING CONTRACT, OVER 14 STORIES

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meridian Management</td>
<td>Seth Le Bond</td>
<td>410-365-4771</td>
</tr>
<tr>
<td>Kenwood Condominium</td>
<td>Richard Springer</td>
<td>703-657-3676</td>
</tr>
<tr>
<td>Lake Anne Condominium</td>
<td>Jeannie Cook</td>
<td>703-471-4874</td>
</tr>
</tbody>
</table>

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

BIDDER NAME: [Crysta Window Cleaning Co.]
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:

All pages of the Safety Manual

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

We paid money to have this Safety Plan developed. It should not be available for free to our competitors.

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

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

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):

[Signature]
[Company Name]
[Address]

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE: Thomas Logan PRESIDENT

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

NAME (PRINTED): Thomas Logan TITLE: PRESIDENT

E-MAIL ADDRESS: Legan@crystalwindows.com TEL. NO.: 703-661-0655

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>The Crystal Companies, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS: 1900 Trade Center Place Suite #160</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP: Sterling, VA 20166-2171</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO.: 703-661-0655</td>
<td>FACSIMILE NO.: 703-661-0633</td>
</tr>
<tr>
<td>TAX ID NUMBER (BIN/SSN): 521656651</td>
<td>VA. CONTRACTOR LICENSE #: NOT REQUIRED</td>
</tr>
</tbody>
</table>

THIS FIRM IS A: • INSERT NAME OF STATE VIRGINIA
✓ 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: 04024900

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: WOMAN OWNED: NEITHER:
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 88-11

AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 88-11 (PROVISION OF WINDOW CLEANING SERVICES FOR VARIOUS BUILDINGS THROUGHOUT ARLINGTON COUNTY FOR UP TO A FIVE (5) YEAR PERIOD.) is amended as follows:

1. REPLACE THE BID FORM WITH THE REVISED BID FORM ATTACHED.

2. SECTION II.4. SHIRLINGTON LIBRARY/SIGNATURE THEATER: CLARIFY THAT "THEATER" AT THE TOP OF PAGE 10 IS NOT A SEPARATE FACILITY TO BID ON; IT IS CONTINUATION OF SHIRLINGTON LIBRARY/SIGNATURE THEATRE AT THE BOTTOM OF PAGE 9.

The balance of the specification remains unchanged.

Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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

RECEIPT OF AMENDMENT NUMBER 1 IS ACKNOWLEDGED.

FIRM NAME: The Crystal Companies Inc.

AUTHORIZED SIGNATURE: Thomas Logan

DATE: 4-14-11
AMENDMENT NUMBER 2

Arlington County Invitation to Bid No. 88-11 (PROVISION OF WINDOW CLEANING SERVICES FOR VARIOUS BUILDINGS THROUGHOUT ARLINGTON COUNTY FOR UP TO A FIVE (5) YEAR PERIOD.) is amended as follows:

1. TO BE GRANTED ACCESS TO SECURE COUNTY FACILITIES, BIDDERS SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE AT 703.228.4422 AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

2. REPLACE PARAGRAPH 19. VIRGINIA CONTRACTOR LICENSE WITH THE FOLLOWING PARAGRAPH:

19. VIRGINIA CONTRACTOR LICENSE
For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

This contract for performing construction, removal, repair or improvements is for $1,000 or more, but no more than $10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than $150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

The balance of the specification remains unchanged.

Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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

RECEIPT OF AMENDMENT NUMBER 2 IS ACKNOWLEDGED.

FIRM NAME: The Crystal Companies, Inc. THE CRYSTAL WINDOW CLEANING CO

AUTHORIZED SIGNATURE: Thomas Sign, President DATE: 4-13-11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 88-11

AMENDMENT NUMBER 2

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Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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RECEIPT OF AMENDMENT NUMBER 2 IS ACKNOWLEDGED.

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: ____________________ DATE: ________________
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INVITATION TO BID NO. 88-11

AMENDMENT NUMBER 1

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Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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

RECEIPT OF AMENDMENT NUMBER 1 IS ACKNOWLEDGED.

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: _______________________ DATE: ____________________
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 88-11

REVISED BID FORM PAGE 1 OF 5

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BIDDER NAME: __________________________

I. GROUP I: Facilities with three (3) or fewer stories above ground

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<td>2</td>
<td>2049 NORTH 15TH STREET</td>
<td>$</td>
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<tr>
<td>3</td>
<td>735 18TH STREET, NORTH</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>2422 NORTH FILMORE STREET</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>2800 SOUTH TAYLOR ST.</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>METRO ELEVATOR CLARENDON BLVD./N UHLE</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>2133 NORTH TAFT ST</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>3608 MILITARY RD</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>625 S. CARLIN SPRINGS RD</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>2411 NORTH 24TH ST</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>2975 S. QUINCY STREET</td>
<td>$</td>
</tr>
</tbody>
</table>

LIBRARY

| 12 | 1015 NORTH QUINCY STREET      | $                 |
| 13 | 2150 NORTH MILITARY ROAD      | $                 |
| 14 | 1800 NORTH LEXINGTON STREET   | $                 |

BIDDER NAME
**REVISED BID FORM PAGE 2 OF 5**

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>300 SOUTH KENSINGTON STREET</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>4200 CAMPBELL AVENUE</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>800 WALTER REED DRIVE, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>1801 N. GEORGE MASON DR.</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>1725 NORTH GEORGE MASON DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>1800 NORTH EDISON</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>3829 NORTH STAFFORD STREET</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>1810 NORTH EDISON STREET</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>3109 NORTH 9TH ROAD</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>1727 NORTH FAIRFAX DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>3141 NORTH 10TH STREET</td>
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<td>26</td>
<td>1554 COLUMBIA PIKE</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>2701 SOUTH TAYLOR STREET</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>4300 29TH STREET, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>4200 28TH STREET, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>4202 28TH STREET, SOUTH</td>
<td>$</td>
</tr>
</tbody>
</table>

**SPECIAL PROGRAMS AND SHELTERS**

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>300 NORTH PARK DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>5722 LEE HIGHWAY</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>2909 SOUTH 16TH STREET</td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>4200 S. FOUR MILE RUN</td>
<td>$</td>
</tr>
<tr>
<td>35</td>
<td>2700 S. FOUR MILE RUN</td>
<td>$</td>
</tr>
<tr>
<td>36</td>
<td>3308 SOUTH STAFFORD STREET</td>
<td>$</td>
</tr>
</tbody>
</table>

**TRADES CENTER BUILDINGS**

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>500 S. GLEBE ROAD</td>
<td>$</td>
</tr>
<tr>
<td>38</td>
<td>4805 WILSON BOULEVARD</td>
<td>$</td>
</tr>
<tr>
<td>39</td>
<td>1025 N. IRVING STREET</td>
<td>$</td>
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<tr>
<td>40</td>
<td>1750 S. HAYES STREET</td>
<td>$</td>
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<tr>
<td>41</td>
<td>3120 ABINGDON STREET</td>
<td>$</td>
</tr>
<tr>
<td>42</td>
<td>4845 LEE HIGHWAY</td>
<td>$</td>
</tr>
<tr>
<td>43</td>
<td>1900 S. WALTER REED DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>44</td>
<td>1559 WILSON BOULEVARD</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL GROUP I** $  

<table>
<thead>
<tr>
<th>#</th>
<th>Location</th>
<th>Cost Per Cleaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1400 NORTH UHLE STREET</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>1435 NORTH COURTHOUSE ROAD</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>1425 NORTH COURTHOUSE ROAD</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL GROUP II** $  

**BIDDER NAME:**

---

33  
38-11 Amendment No. 1
III. GROUP III: Water Pollution Control Plant buildings

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3402 S. GLEBE ROAD - OPERATIONS BLDG</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>3139 S FERN ST (PREL. TREATMENT BLDG)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>3111 S FERN ST ROAD (MAINTENANCE)</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>3208 S EADS ST (DEWATERING BLDG)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOTAL GROUP III</td>
<td>$</td>
</tr>
</tbody>
</table>

IV. **BID TOTAL** (Items I + II + III above): $____________

V. IS THE BIDDER LOCATED WITHIN ONE HUNDRED (100) MILES OF ARLINGTON COUNTY AS REQUIRED ON PAGE 9? YES____ NO____

VI. DID THE BIDDER SUBMIT ITS SAFETY MANUAL AS REQUIRED ON PAGE 14? YES____ NO____

VII. REFERENCES

A. MULTI-BUILDING CONTRACT

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. HIGH-RISE BUILDING CONTRACT, OVER 14 STORIES

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

BIDDER NAME: ____________________________________________
Please mark one:
(  ) No, the bid I have submitted does not contain any trade
secrets and/or proprietary information.
(  ) Yes, the bid I have submitted does contain trade secrets
and/or proprietary information.

If Yes, you must clearly identify below the exact data or
other materials to be protected and list all applicable
page numbers of the bid containing such data or materials:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
State the specific reason(s) why protection is necessary:
________________________________________________________________________
________________________________________________________________________

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

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

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):
________________________________________________________________________
________________________________________________________________________

BIDDER NAME: ________________________________
REVISED BID FORM PAGE 5 OF 5

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

NAME (PRINTED): __________________________ TITLE: __________________________

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

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS: __________________________</td>
</tr>
<tr>
<td>CITY/STATE/ZIP: ____________________</td>
</tr>
<tr>
<td>TELEPHONE NO.: ____________________</td>
</tr>
<tr>
<td>FACSIMILE NO.: ____________________</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN): __________</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #: __________</td>
</tr>
</tbody>
</table>

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

INVITATION TO BID NO. 88-11

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 14TH DAY OF APRIL, 2011 FOR:

PROVISION OF WINDOW CLEANING SERVICES FOR VARIOUS BUILDINGS THROUGHOUT ARLINGTON COUNTY FOR UP TO A FIVE (5) YEAR PERIOD.

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

YOU MAY DOWNLOAD AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AT NO COST FROM THE ARLINGTON COUNTY GOVERNMENT WEBSITE:

http://www.arlingtonva.us/purchasing

Note that all electronic copies are subject to an important disclaimer which all potential bidders must acknowledge online before the documents can be downloaded.

IF YOU ELECT NOT TO DOWNLOAD A COPY OF THE SOLICITATION FROM THE WEB SITE LISTED ABOVE, AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF SOLICITATION DOCUMENTS ISSUED BY ARLINGTON COUNTY. ARLINGTON COUNTY WILL ONLY ACCEPT CHECKS OR MONEY ORDERS MADE PAYABLE TO "TREASURER, ARLINGTON COUNTY" OR CASH RECEIPTS PROCESSED THROUGH THE COUNTY TREASURER'S OFFICE, AS PAYMENT FOR ANY AND ALL REQUIRED FEES. THE DOCUMENTS MAY BE PURCHASED AT THE OFFICE OF THE BID CLERK IN SUITE 511 AT THE ABOVE ADDRESS OR WILL BE MAILED AFTER RECEIPT OF THE FEE BY THE OFFICE OF THE BID CLERK.

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

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

Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201
(703) 228-3410

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Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

SPEC
I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Mr. Ashley Barnes in the Office of the Purchasing Agent, at abarnes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: ITB No. 88-11 Questions. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

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

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

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

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

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

7. EQUIVALENT EXPERIENCE AND REFERENCES - NOT USED

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

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

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

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

12. **INCOMPLETE DOCUMENTS**

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

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

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

13. **QUALIFICATION OF BIDDERS**

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

14. **DEBARMENT STATUS**

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

15. **ALTERNATE BID**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.
16. INFORMALITIES
Arlington County reserves the right to waive minor defects or variations from
the exact requirements of the solicitation in a bid insofar as those defects
or variations do not affect the price, quality, quantity, or delivery
schedule of the services being procured. If insufficient information is
submitted for Arlington County to properly evaluate the bid by a bidder;
Arlington County reserves the right to require such additional information as
it may deem necessary after the bid opening time and date, provided that the
information requested does not change the price, quality, quantity, or
delivery schedule for the services being procured.

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

18. AUTHORITY TO TRANSACT BUSINESS
Any bidder organized as a stock or nonstock corporation, limited liability
company, business trust, or limited partnership or registered as a registered
limited liability partnership shall be authorized to transact business in the
Commonwealth as a domestic or foreign business entity if so required by Title
13.1 or Title 50 of the Virginia Code, 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 the Commonwealth 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

19. VIRGINIA CONTRACTOR LICENSE
For all work that is classified as being performed by "Contractors" as
defined by the Virginia State Board for Contractors, a Class A, B, or C
License is required. If a bidder fails to obtain this license prior to
submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or
improvements is for $120,000 or more, or if the total value of all such
construction, removal, repair, or improvements undertaken by the bidder
within any twelve month period is $750,000 or more, the bidder is required
under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as
a "CLASS A CONTRACTOR."

88-11
If a contract for performing or managing construction, removal, repair or improvements is for $10,000 or more, but less than $120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is $150,000 or more, but less than $750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for $1,000 or more, but no more than $10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than $150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

20. BID WITHDRAWAL PRIOR TO BID OPENING

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

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

22. PARKING

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

23. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will
have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.

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

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

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

26. INSURANCE REQUIREMENTS
Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be considered. 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.

27. **CONDITIONS OF THE RIDER CLAUSE - NOT USED**

28. **NOTICE OF DECISION TO AWARD**
The County will post a written Notice of Decision to Award in the Office of
the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia,
22201, stating the date the decision to award was made, and identifying the
name(s) of the awardee(s).
II. SCOPE OF SERVICES

Arlington County will receive bids for Window Cleaning Services for buildings located throughout the County for a five-year (5) period. The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. Price adjustments for the remaining four (4) years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in November of each Contract Year.

Contractor shall be located within one hundred (100) miles of Arlington County.

1. GENERAL INSTRUCTIONS

The Contractor shall furnish all supervision, labor, equipment, materials, and supplies required to perform window cleaning services per the specifications herein.

All windows shall be thoroughly cleaned inside and outside, unless otherwise indicated in the building listing, with a non-abrasive, non-corrosive solution that shall leave all surfaces free of spots, streaks, and/or other dirt or residue.

The Contractor shall clean windows at all locations in Paragraphs 4 and 5 below every other year based on the schedule below. All work shall be completed in July and August of each year.

2. BUILDING GROUPS

The buildings to be cleaned under this contract are separated into three (3) groups:

a. Group I - Buildings with three (3) stories or less above ground;

b. Group II - Buildings four (4) stories or more above ground;

c. Group III - Facilities of the Water Pollution Control Plant.

3. CONTRACT AWARD

This contract may be awarded to the lowest responsible and responsive Bidder for all locations listed in Groups I, II, and III, or separately by Group, if deemed in the County's best interest. Bidders under consideration for award of Group II of this solicitation shall submit to the County certifications and trainings received to demonstrate their ability to properly operate the window cleaning equipment.

4. ODD YEARS: The following facilities shall be cleaned in 2011, 2013, and 2015:

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>GROUP #</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argus House</td>
<td>I</td>
<td>1527 Clarendon Boulevard</td>
</tr>
<tr>
<td>Fire Station #5 Warehouse</td>
<td>I</td>
<td>735 18th Street South</td>
</tr>
<tr>
<td>Fire Training</td>
<td>I</td>
<td>2800 South Taylor Street</td>
</tr>
<tr>
<td>Metro Elevator</td>
<td>I</td>
<td>Clarendon Boulevard/North Uhle</td>
</tr>
<tr>
<td>Port C.P. Smith Tractor Barn</td>
<td>I</td>
<td>2411 North 24th Street</td>
</tr>
<tr>
<td>Central Library</td>
<td>I</td>
<td>1015 North Quincy Street</td>
</tr>
<tr>
<td>Shirlington Library/Signature</td>
<td>I</td>
<td>4200 Campbell Avenue</td>
</tr>
</tbody>
</table>
5. **EVEN YEARS:** The following facilities shall be cleaned in 2012 and 2014:

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>GROUP #</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mackey Building</td>
<td>I</td>
<td>2049 North 15th Street</td>
</tr>
<tr>
<td>Woodmont Center</td>
<td>I</td>
<td>2422 North Filmore Street</td>
</tr>
<tr>
<td>Dawson Terrace</td>
<td>I</td>
<td>2133 North Taft Street</td>
</tr>
<tr>
<td>Gulf Branch Nature Center</td>
<td>I</td>
<td>3608 Military Road</td>
</tr>
<tr>
<td>Long Branch Nature Center</td>
<td>I</td>
<td>I 625 South Carlin Springs Road</td>
</tr>
<tr>
<td>Cherrydale Library</td>
<td>I</td>
<td>2150 North Military Road</td>
</tr>
<tr>
<td>Westover Library</td>
<td>I</td>
<td>1800 North Lexington Street</td>
</tr>
<tr>
<td>Glen Carlyn Library</td>
<td>I</td>
<td>300 South Kensington Street</td>
</tr>
<tr>
<td>Fire Station #1</td>
<td>I</td>
<td>500 South Glebe Road</td>
</tr>
<tr>
<td>Fire Station #2</td>
<td>I</td>
<td>4805 Wilson Boulevard</td>
</tr>
<tr>
<td>Fire Station #4</td>
<td>I</td>
<td>1025 North Irving Street</td>
</tr>
<tr>
<td>Fire Station #7</td>
<td>I</td>
<td>3120 Abingdon Street</td>
</tr>
<tr>
<td>Fire Station #9</td>
<td>I</td>
<td>1900 South Walter Reed Drive</td>
</tr>
<tr>
<td>Fire Station #10</td>
<td>I</td>
<td>1559 Wilson Boulevard</td>
</tr>
<tr>
<td>Madison Center</td>
<td>I</td>
<td>3829 North Stafford Street</td>
</tr>
<tr>
<td>DHS</td>
<td>I</td>
<td>1810 North Edison Street</td>
</tr>
<tr>
<td>Independence House</td>
<td>I</td>
<td>3109 North 9th Road</td>
</tr>
<tr>
<td>Homeless Shelter</td>
<td>I</td>
<td>1727 North Fairfax Drive</td>
</tr>
<tr>
<td>RPC</td>
<td>I</td>
<td>1554 Columbia Pike</td>
</tr>
<tr>
<td>Equipment Division</td>
<td>I</td>
<td>2701 South Taylor Street</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>I</td>
<td>4300 29th Street, South</td>
</tr>
<tr>
<td>Water, Sewer, Streets (Green Roof)</td>
<td>I</td>
<td>4200 28th Street, South</td>
</tr>
<tr>
<td>Water, Sewer, Streets</td>
<td>I</td>
<td>4202 28th Street, South</td>
</tr>
<tr>
<td>Fairlington Recreation Center</td>
<td>I</td>
<td>3308 South Stafford Street</td>
</tr>
<tr>
<td>Court Square West</td>
<td>II</td>
<td>1400 North Uhle Street</td>
</tr>
<tr>
<td>Arlington County Detention Facility</td>
<td>II</td>
<td>1435 North Courthouse Road</td>
</tr>
<tr>
<td>Water Pollution Control Division</td>
<td>III</td>
<td>3402 South Glebe Road - Operations Building</td>
</tr>
<tr>
<td>Water Pollution Control Division</td>
<td>III</td>
<td>3139 South Fern Street - Treatment Building</td>
</tr>
<tr>
<td>Water Pollution Control Division</td>
<td>III</td>
<td>3111 South Fern Street - Maintenance Building</td>
</tr>
<tr>
<td>Water Pollution Control Division</td>
<td>III</td>
<td>3208 South Bads Street - Dewatering Building</td>
</tr>
</tbody>
</table>
Additional cleanings may be scheduled for any listed location at the County's option at the contract unit prices. The Contractor shall coordinate window cleaning schedules, in writing, with the County's Custodial Supervisor ("Project Officer"), (703) 228-4451 and receive authorization to proceed via issuance of a valid County Purchase Order for the scheduled work.

6. **SPECIAL CONDITIONS**

a. The Contractor shall not perform work before 7:30 a.m. or after 5:00 p.m., except when authorized for certain Group II facilities. The Justice Center courtrooms windows (both interior and exterior) cannot be cleaned while court is in session. These windows shall be cleaned before 8:00 a.m. or after 4:00 p.m.

b. The Detention Facility is a secure facility which requires a deputy to escort the contractor to the roof for each drop. Contractor should plan for down-time between drops due to deputy availability. The County will make every effort to minimize the amount of down time. Contractors shall price accordingly.

c. County personnel are responsible for removing items from sills or in front of windows which prevent reasonable access to the window by the cleaning crew.

d. The Contractor is not responsible for moving any-stand alone furniture that may be blocking access to a window.

e. The Contractor shall use its best efforts to clean all exposed glass of windows partially blocked by systems furniture.

f. Unless otherwise provided for in this solicitation, the Contractor shall provide ladders, power lifts, scaffolding or such other equipment as may be necessary to fully execute the requirements of this contract.

g. Walking, stepping, or climbing on furniture or shelving is strictly prohibited.

h. The Contractor shall report observed damages to windows or frames to the Project Officer or designee prior to cleaning same. Failure to report such damage before cleaning may result in the Contractor being held responsible for any damages.

i. The Project Officer or designee may require the removal from contract work any employee of the Contractor who, in the judgment of the Project Officer or designee, is incompetent, careless or insubordinate; who appears to be alcohol- or drug-impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the County and the Contractor; or who poses a safety risk.
7. **SPECIAL INSTRUCTIONS**

a. ARLINGTON COUNTY JUSTICE CENTER (Detention Facility and Court House/Police Facility): The Court House/Police Facility is equipped with Davit Socket Systems manufactured by Powered Platforms. The Contractor and its personnel shall be knowledgeable and trained in the proper use and operation of this equipment. The contractor will be responsible for tying off the Detention facility. This building is not equipped with a Davit Socket System. The Contractor shall be responsible for the cost of any repairs necessary to the equipment as a result of Contractor's negligence or improper use of equipment, as recommended by the manufacturer.

The Contractor shall provide its own rigging and scaffolding equipment. The equipment shall be of a quality grade, maintained in good operating condition, and available for inspection by the County upon request. All equipment shall meet all OSHA safety requirements.

Justice Center facilities require assignment of a Deputy or other approved escort by Arlington County Sheriff's Department to accompany the Contractor's employees during the performance of their work.

b. SOLAR FILM: Caution shall be exercised in cleaning windows to which solar film has been applied. Contractor shall be responsible for all repairs or replacements necessary to correct any damages made by its employees during the performance of their work. If film is considered by the Contractor to be in a condition too poor to clean, advance notice shall be given by the Contractor to the Project Officer so that this provision may be waived in writing if the Project Officer concurs with the Contractor's determination of condition. Unless this provision is waived, costs of repair or replacement to solar film and/or windows shall be withheld from payments due the Contractor.

8. **CLEAN-UP AND DAMAGE REPAIR - INTERIOR**

Contractor shall be responsible for cleaning any spills or drips of water and/or cleaning solution used in cleaning windows and shall avoid staining of any interior or exterior surfaces. If the Contractor fails to immediately repair stain damage or other damage resulting from Contractor's performance of the work, the damage will be repaired by the County at the Contractor's expense.

9. **DAMAGE REPAIR - EXTERIOR**

The Justice Center/Arlington County Detention Facility (Group II) includes certain exterior systems (i.e. communication and lightning protection) in addition to perimeter building landscaping. Repair to damages incurred to any system or landscaping due to the negligence of the Contractor shall be at Contractor's expense.

10. **SCHEDULING WORK**

The Contractor shall schedule the initial window cleaning of all Group I and II buildings with the Project Officer within thirty (30) days of award of this contract. In subsequent contract years, the Contractor shall schedule work no less than three (3) weeks prior to scheduled date of work at each location.
11. **WORK SIGN-OFF**
A written work ticket detailing the completion of work at each location is required. Contractor shall notify the Project Officer or designee immediately upon completion of work at each location to arrange for a site inspection and sign-off for payment.

12. **INVOICING**
The Contractor shall submit with its invoice work tickets signed by the Project Officer or designee for each location detailing inspection and acceptance by the Project Officer for that location. The invoice shall itemize, by location, the amount due for each location arriving at the total amount due the Contractor under this contract annually.

13. **CHANGES TO THE CONTRACT**
Buildings and/or services may be added or deleted from the contract during the contract term. If changes are required by the County, the County will negotiate the cost of such changes with the Contractor (i.e. if a building is undergoing renovation, etc.). If negotiations fail, the County may unilaterally delete the subject facility from the contract and issue a separate bid for the facility.

14. **SAFETY**
The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel 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 Administration for the General Industry and for the Construction Industry. 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 (1) on-site individual who is the Contractor's competent, qualified, or authorized person on each worksite and who is, by training and/or experience, familiar with policies, regulations and standards applicable to the work being performed under this contract. The competent, qualified or authorized individual must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or and/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.

Bidders shall provide to the County with its Bid Form a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information may result in bid rejection. Proof of employees trained shall be submitted to the County's project officer as requested.

The Contractor's personnel who are impaired or incapacitated due to the
use of alcohol or other drugs, including the use of prescription drugs for legitimate medical purposes which may impact their performance of the work required under this contract shall not be permitted at the County work site.

All safety and personal protective equipment will be provided by the contractor to include hard hats and other safety items.

15. **METHOD OF MEASURING PERFORMANCE**
The Contractor's performance shall be measured by the following performance criteria:

a. Contractor's ability to direct personnel to and between the various County work locations;

b. Contractor's ability to effectively supervise and organize employees' daily work schedules. (Contractor's knowledge of each supervisor and employee location).

c. Contractor's ability to complete all of the County work sites to the satisfaction of the County without call-back.

   d. The extent to which Contractor's employees conduct themselves in a professional and safe manner at all times.

16. **REFERENCES**
Bidders shall provide at least three (3) references within the past two (2) years for window cleaning services. References for bidders responding to Group II shall include cleaning of windows in buildings having fourteen (14) stories or more.
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. 88-11.

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 (alternatively “Work”), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide window cleaning services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Agreement will commence on the date of execution of this Agreement by the County and be completed no later than March 31, 2012 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from April 1, 2012 to March 31, 2016 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING – NOT USED

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the Initial Contract Term. The Contract unit price(s) for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in November of each year of the Contract.

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

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") requesting the work under the Contract who shall be appointed by the Director of the Arlington County Department of Environmental Services. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

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

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

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

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

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

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

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

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

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

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

12. **NON-APPROPRIATION**
All funds for payments by the County under 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.
13. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

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

14. **COUNTY PURCHASE ORDER REQUIREMENT**

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

15. **WARRANTY**

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

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

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

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

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

17. **DAMAGE TO PROPERTY**
Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County’s satisfaction at the Contractor’s expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

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

19. **DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris (“Waste”) and legal disposal said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement, the County will contract with a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor may be deducted from any payment due to the Contractor.

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

21. HAZARDOUS MATERIALS - NOT USED

22. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL - NOT USED

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

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

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

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

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

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

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

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

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

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

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

26. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

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

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

28. **UNSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with
work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

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

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

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

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

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

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

30. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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

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

31. **INDEMNIFICATION**

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

32. INTELLECTUAL PROPERTY INDEMNIFICATION - NOT USED

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

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

33. COPYRIGHT

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

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

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

34. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

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

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

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

35. 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.
36. **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.

37. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

38. **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 option of the County.

39. **RELATION TO THE COUNTY**
The Contractor will be legally considered as 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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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. 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 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, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.
54. 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.

55. 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 to 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

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

57. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in design, development,
maintenance or responsibility for content and/or format of any County
websites, or the County’s presence on other party’s websites, the Contractor
shall perform such work in compliance with the requirements set forth in the
U.S. Department of Justice document entitled “Accessibility of State and
Local Government Websites to People with Disabilities.” That document is

58. HIPAA COMPLIANCE - NOT USED

59. ADA COMPLIANCE - NOT USED

60. SERVICE CONTRACT WAGE REQUIREMENTS - NOT USED

61. LIVING WAGE - NOT USED

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

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Not Used.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

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

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 88-11

BID FORM PAGE 1 OF 5

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 APRIL 14, 2011

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

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERE TO, 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.

BIDDER NAME: 

I. GROUP I: Facilities with three (3) or fewer stories above ground

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>1 1527 CLARENDON BOULEVARD</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>2 2049 NORTH 15TH STREET</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3 735 18TH STREET, NORTH</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4 2422 NORTH FILMORE STREET</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5 2800 SOUTH TAYLOR ST.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>6 METRO ELEVATOR CLARENDON BLVD./N UHLE</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>7 2133 NORTH TAFT ST</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>8 3608 MILITARY RD</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>9 625 S. CARLIN SPRINGS RD</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>10 2411 NORTH 24TH ST</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>11 2975 S. QUINCY STREET</td>
<td>$</td>
</tr>
</tbody>
</table>

LIBRARY

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 1015 NORTH QUINCY STREET</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>13 2150 NORTH MILITARY ROAD</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>14 1800 NORTH LEXINGTON STREET</td>
<td>$</td>
<td></td>
</tr>
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</table>

BIDDER NAME
### BID FORM PAGE 2 OF 5

#### HUMAN SERVICES

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>300 SOUTH KENSINGTON STREET</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>4200 CAMPBELL AVENUE</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>800 WALTER REED DRIVE, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>1801 N. GEORGE MASON DR.</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>1725 NORTH GEORGE MASON DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>1800 NORTH EDISON</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>3829 NORTH STAFFORD STREET</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>1810 NORTH EDISON STREET</td>
<td>$</td>
</tr>
</tbody>
</table>

#### SPECIAL PROGRAMS AND SHELTERS

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>3109 NORTH 9TH ROAD</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>1727 NORTH FAIRFAX DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>3141 NORTH 10TH STREET</td>
<td>$</td>
</tr>
<tr>
<td>26</td>
<td>1554 COLUMBIA PIKE</td>
<td>$</td>
</tr>
</tbody>
</table>

#### TRADES CENTER BUILDINGS

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>2701 SOUTH TAYLOR STREET</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>4300 29TH STREET, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>4200 28TH STREET, SOUTH</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>4202 28TH STREET, SOUTH</td>
<td>$</td>
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</tbody>
</table>

#### PARKS AND RECREATION

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>300 NORTH PARK DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>5722 LEE HIGHWAY</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>2909 SOUTH 16TH STREET</td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>4200 S. FOUR MILE RUN</td>
<td>$</td>
</tr>
<tr>
<td>35</td>
<td>4975 SOUTH COLUMBIA PIKE</td>
<td>$</td>
</tr>
<tr>
<td>36</td>
<td>3700 S. FOUR MILE RUN</td>
<td>$</td>
</tr>
<tr>
<td>37</td>
<td>3308 SOUTH STAFFORD STREET</td>
<td>$</td>
</tr>
</tbody>
</table>

#### FIRE DEPARTMENT

<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>500 S. GLEBE ROAD</td>
<td>$</td>
</tr>
<tr>
<td>39</td>
<td>4805 WILSON BOULEVARD</td>
<td>$</td>
</tr>
<tr>
<td>40</td>
<td>1025 N. IRVING STREET</td>
<td>$</td>
</tr>
<tr>
<td>41</td>
<td>735 18TH STREET S.</td>
<td>$</td>
</tr>
<tr>
<td>42</td>
<td>1750 S. HAYES STREET</td>
<td>$</td>
</tr>
<tr>
<td>43</td>
<td>3120 ABINGDON STREET</td>
<td>$</td>
</tr>
<tr>
<td>44</td>
<td>4845 LEE HIGHWAY</td>
<td>$</td>
</tr>
<tr>
<td>45</td>
<td>1900 S. WALTER REED DRIVE</td>
<td>$</td>
</tr>
<tr>
<td>46</td>
<td>1559 WILSON BOULEVARD</td>
<td>$</td>
</tr>
</tbody>
</table>

### TOTAL GROUP I $

#### GROUP II - Buildings with four (4) or more stories above ground

<table>
<thead>
<tr>
<th>#</th>
<th>Location</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1400 NORTH UHLE STREET</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>1435 NORTH COURTHOUSE ROAD</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>1425 NORTH COURTHOUSE ROAD</td>
<td>$</td>
</tr>
</tbody>
</table>

### TOTAL GROUP II $

**BIDDER NAME:**

---

**Page:** 13

**Year:** 88-11
III. GROUP III: Water Pollution Control Plant buildings

<table>
<thead>
<tr>
<th>#</th>
<th>LOCATION</th>
<th>COST PER CLEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3402 S. GLEBE ROAD - OPERATIONS BLDG</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>3139 S FERN ST (PREL. TREATMENT BLDG)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>3111 S FERN ST ROAD (MAINTENANCE)</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>3208 S EADS ST (DEWATERING BLDG)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL GROUP III</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

IV. BID TOTAL (Items I + II + III above): $ 

V. IS THE BIDDER LOCATED WITHIN ONE HUNDRED (100) MILES OF ARLINGTON COUNTY AS REQUIRED ON PAGE 9? YES    NO

VI. DID THE BIDDER SUBMIT ITS SAFETY MANUAL AS REQUIRED ON PAGE 14? YES    NO

VII. REFERENCES

A. MULTI-BUILDING CONTRACT

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. HIGH-RISE BUILDING CONTRACT, OVER 14 STORIES

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

BIDDER NAME:
Please mark one:

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

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

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

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):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

BIDDER NAME: ____________________________
BID FORM PAGE 5 OF 5

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

NAME (PRINTED): __________________________ TITLE: __________________________

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

SUBMITTED BY: (LEGAL NAME OF ENTITY)

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.: __________________________ FAX NUMBER NO.: __________________________

TAX ID NUMBER (EIN/SSN): __________________________ 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?

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: □