



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

INVITATION TO BID NO. 22-DES-ITB-576

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 11TH DAY OF OCTOBER, 2022.

FOR THE PROVISION OF ALL LABOR, TOOLS AND EQUIPMENT REQUIRED FOR THE COMPLETE AND SATISFACTORY PERFORMANCE OF ALL TYPES OF PAINTING & WALLCOVERING SERVICES, FOR UP TO FIVE (5) YEARS

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

Join Microsoft Teams Meeting
+1 347-973-6905 United States, New York City
Phone Conference ID: 250 695 130#

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 OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Arlene Palmer, M.B.A.
Buyer
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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 22-DES-ITB-576**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY SEPTEMBER 23, 2022 AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. 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 must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

6. 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, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

7. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

8. 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 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."

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.

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

10. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the 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, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by an Bidder become the property of the County upon receipt.

11. 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.

12. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

13. USE OF BRAND NAMES/OR EQUIVALENT BIDS

Unless identified as a "No Equivalent" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. When a brand name is specified and followed by the phrase "or approved equal," the brand name product may be substituted if a suitable equivalent considering quality, workmanship, economy of operation, and suitability for the intended use, is accepted by the County Purchasing Agent.

The County may accept any equivalent item(s) that it considers suitable for the intended use.

For those items not identified as "No Equivalent", and followed by the phrase "or approved equal," the County has established the following procedure for determining the equivalency of a particular item:

Bidder Submission of Proposed Equivalent Item(s):

- 1) Bidder shall submit to the County its proposed item(s) for determination of their equivalency to the Brand Name(s) specified.
- 2) Each proposed item must be described on a separate page, indicating the appropriate specification section number, product or fabrication or installation method to be replaced, and specifics of the proposed item. Attach any technical information, photographs, brochures and the relevant data listed below that supports the proposed item and will permit the County to fairly determine acceptability of the item proposed:
 - a. Reasons why the specified product cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the product specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Statement of impact. If specified product or method cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - h. Cost information.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

- 3) The County will consider factors such as relative costs, equivalency of features, serviceability, the design of the item proposed, and/or pertinent performance factors as provided in the project technical specifications.
- 4) All pages of the submission shall be marked with the name, address and contact information of the Bidder, and sent via email to the Office of the Purchasing Agent to **arrive prior to the question deadline established in Section I., Paragraph I. QUESTIONS AND ADDENDA**. E-mail transmittals will be accepted at ampalmer@arlingtonva.us.
- 5) Items not submitted for review as approved equals during the bidding period may be approved during contract period at the sole discretion of the County Project Officer. If the Project Officer rejects such submission, the Contractor shall provide items specified in the Contract Documents.

County Review of Proposed Equivalent Item(s):

- 1) Approved item(s) will be added to the solicitation, in the form of an Addendum to the solicitation, and forwarded to all bidders of record.
- 2) Bidders whose item(s) have not been approved will be so advised in writing simultaneously with the issuance of the Addendum.

14. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

15. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

16. NEW MATERIAL

Unless the solicitation specifically allows it, all offered goods, materials, supplies and components must be new, not used or reconditioned, and must be current production models. If the Bidder believes that used or reconditioned goods, materials, supplies or components will be in the County's best interest, the Bidder must notify the County in writing of the reason(s) at least ten business days before the bid deadline. If the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components, such approval will be communicated to the Bidders in an Addendum to the solicitation.

17. PURCHASE OF THE UNITED STATES OR COMMONWEALTH FLAG FOR PUBLIC USE

Whenever a purchase of a flag of the United States or a flag of the Commonwealth is made for public use, the Bidder shall ensure such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

18. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

19. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic 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 or error in the solicitation documents.

20. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

21. 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.

22. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

23. 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 an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

24. METHOD OF AWARD

The County will award the contract to the Bidder with the lowest combined total for Projects 1 & 2 on ATTACHMENT A – PRICE SHEET 1.

25. INFORMALITIES

The 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 goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

26. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. 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. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County’s website. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

28. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

29. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

30. RIDER CLAUSE

The Bidder will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

31. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

32. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SCOPE OF SERVICES

The Contractor shall provide all labor, tools and equipment required for the complete and satisfactory performance of all types of painting services. Services to include incidental surface preparation where general repairs are required to a surface resulting from, by way of illustration and not limitation, damage resulting from vandalism or accident, installation of fixtures or other maintenance operations. All work will be performed in facilities owned or leased by Arlington County (the County).

The work shall include, but is not limited to:

- a) Surface preparation including scraping, sanding, spackling, caulking and puttying.
- b) Applying paint, enamel or latex paints, stains, varnishes, lacquers, epoxies (and other products) to interior wallboard, plaster, sheetrock, and textured surfaced ceilings, walls, floors, doors, windows, trim, wood and metal casework, piping, conduit, ductwork and any other areas identified in this solicitation including exterior painting.
- c) Prepping for and installation of various types of wall-covering

The Contractor shall protect all surface areas, equipment, fixtures, hardware and other items that may come in contact with paint during the performance of the Work. On completion of an assignment, the Contractor shall clean up all work areas, legally dispose off-site all trash and wastes generated by the painting assignment, and remove all Contractor-provided tools and equipment.

All Work shall be performed on a time and materials basis.

Paint will not be provided by the County to the Contractor. The Contractor shall provide paint; payment by the County shall be at the Contractor's cost.

All tools and equipment used in the performance of the Work (spackle, caulk, putty and other related products, brushes, rollers, spray painters, sanders, drop cloths, sandpaper, steel wool, scaffolding, ladders and hand tools) shall be provided by the Contractor, and shall be included in the hourly rate unit prices as overhead.

SCAFFOLDING

If the painting height exceeds twelve (12) feet, and it is determined by the County (not to conflict with OSHA requirements) and the Contractor, that steel scaffolding (rented or owned), is required; it is to be included in the proposal as a specific line item. Scaffolding requirements shall be determined in accordance with generally accepted trade practices based on the configuration of the room, existence of machinery or equipment blocking the Work area and similar occurrences. Scaffolding shall not be used or charged for high Work, which can be accomplished safely and efficiently by OSHA requirements, through use of extension rollers or ladders.

EXTERIOR WORK

Exterior Work shall include applying paint to roof eaves, building components and trim, miscellaneous metal, wood, concrete, masonry, window frames, exterior doors and frames, and other similar items at the rates set forth on the Bid Form.

QUALITY OF WORKMANSHIP

All Work shall be of commercial quality, performed according to the industry standards and to the satisfaction of the County. Work shall be performed in accordance with the plans, specifications and specific instructions provided by the County Project Officer.

PERSONNEL

Personnel used in the performance of this Work shall be trained and qualified for Work of this type. The Contractor's personnel shall meet and exceed the minimum qualification criteria listed below. The County reserves the right to refuse services from any personnel deemed to be unqualified, disorderly, or otherwise unable to perform assigned Work. The Contractor shall submit to the County's list of changes to personnel performing work under this Contract as well as written evidence of the persons' qualifications for the classifications to which they are assigned at the inception of this Contract within five (5) business days of a change. The Contractor shall maintain the personnel list and submit to the County the updated list, when a change in personnel occurs.

The Contractor shall ensure that all its personnel, reporting to work, have uniforms. All Contractor personnel must display County provided identification cards at all times, while performing under this Contract.

The Contractor shall be responsible for its personnel conduct.

Contract Manager:

The Contractor shall assign a qualified individual to serve as the Contract Manager. The Bidder shall provide, with their bids, the proposed Contract Manager's resume. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of painting industry; have the ability to troubleshoot problems and issues quickly, and be able to consult with the County Project Officer about remedies.

The Contract Manager shall report to the County's Project Officer for communication, coordination and evaluation of inspection, testing, and maintenance services and for quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contract Manager shall meet with the County Project Officer for progress meetings and site tours as needed to discuss performance and receive feedback on all services performed. At a minimum, the Contract Manager shall initiate the meeting with the County Project Officer semi-annually.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

Project Manager:

The Bidder shall provide, with their bids, the proposed Project Manager's resume. The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but are not limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). The Work of a Project Manager may only be charged to project work with the cost estimate of over \$20,000. No overtime Work will be allowed for the Project Manager.

Foreman:

The Contractor shall provide, with their Bids, the proposed Foreman's resume. At a minimum, the Foreman shall have five (5) years of experience as a Painting Project Foreman. The Foreman shall be able to manage and supervise complete painting projects. The Foreman shall work along with, as well as supervise, the Painter and Painter Assistant (Helper) in all work assignments pertaining to this contract. The Foreman shall have command of the English language and have the ability to communicate with the County's Project Officer, maintain accurate time reports, and prepare cost estimates and material lists, or other project-related paperwork.

Painter:

The Painter shall be skilled in the painting trade at the journeyman level (a person who has served an apprenticeship at a trade or handicraft and is certified to work at it assisting or under another person), with four (4) years of experience; have the ability to work independently from blueprints, oral instructions and written specifications; be able to supervise one (1) or more helpers; have a thorough knowledge of standard painting practices, materials, and processes; have the ability to efficiently use the tools, equipment, and materials of the painting trade; and be equipped with all tools, equipment, safety equipment and other incidentals necessary for the performance of the work, including transportation to and from the Work site. The Painter must have the ability to communicate clearly in English with the County's Project Officer.

Painter Assistant (Helpers):

The Helper shall be capable of providing assistance to the journeyman Painter and Foreman; have a minimum of one (1) year's exposure to the painting craft at the apprentice/beginner level; be able to work with basic power and hand tools relating to the painting craft; have the ability to follow directions, communicate clearly, and make decisions regarding surface preparation, product application and equipment; and be equipped with all tools, equipment, safety equipment, and other incidentals necessary for the performance of the Work, including transportation to and from the Work site.

Wallcovering Installer:

The Wallcovering Installer shall be skilled in the wallcovering trade at the journeyman level (a person who has served an apprenticeship at a trade or handicraft and is certified to work at it assisting or under another person) with four (4) years of experience; have the ability to work independently from blueprints, oral instructions and written specifications; be able to supervise one(1) or more Helpers; have a thorough knowledge of standard wallcovering practices, materials, and processes; have the ability to efficiently use the tools, equipment, and materials of the wallcovering trade; and be equipped with all tools, equipment, safety equipment and other incidentals necessary for the performance of the work, including transportation to and from the work site. The Wallcovering installer must have the ability to communicate clearly in English with the County's Project Officer.

SCHEDULING

A minimum of four (4) Foremen, eight (8) Painters and a sufficient number of Helpers to support four (4) Work teams (one Foreman, two Painters and Helper/s), complete with an appropriate vehicle, shall be available to the Contractor for Work under the Contract. The County intends to provide at least five (5) days of notice for Work assignments under this Contract. No more than five (5) days shall elapse from the County's notification to the time the Contractor reports for work on the job site unless a longer lead time is requested by the County. The starting date and work schedule established by the County Project Officer for each assignment under this Contract shall be adhered to by the Contractor and the Work shall continue uninterrupted from the start date until the project is completed. The Contractor is NOT to arrive at the project site unannounced, or if not scheduled by the County Project Officer (Project Officer).

The Project Officer will approve in advance the number and classifications of personnel to be assigned to a job. Many projects will require only the services of a Painter and Helper, without a Foreman. When multiple personnel or the services of an on-site Foreman are required, as determined by the Project Officer, they will be provided at the prescribed ratios indicated by the Project Officer.

JOB CANCELLATION

The County may cancel any job assigned and underway if the Work, in the opinion of the Project Officer, does not progress at a satisfactory pace. If a job is canceled, the County will reimburse the Contractor for all Work performed, up to the time of cancellation and accepted by the County Project Officer. The County may then contract separately for the completion of the Work. In the event of cancellation, paint and all supplies and solvents purchased by or paid for by the County shall remain at the job site and be used for the remainder of the job.

SEPARATE BIDS

The County reserves the unilateral right to solicit separate bids for given jobs when the estimate for the job (time and materials) is in excess of \$5,000.00. A separate County Purchase Order is required for all jobs in excess of \$5,000. A site visit is mandatory for any estimate over \$5,000.

LABOR CHARGES

Bidders shall indicate on the Bid Form the hourly rates applicable for a Project Manager, Foreman, Painter and a Helper at straight time rates. Overtime must be, if required and approved in advance by the County Project Officer, in writing. Overtime shall be paid for by the County at one and one-half times the straight time rate for Work done or scheduled after 5:00 pm till 6:00 am weekdays. Normal working hours may range from 6:00 am to 5:00 pm. Work will not exceed an eight (8) hour day unless previously approved by the County Project Officer. Overtime rate shall apply to evenings, nights and Saturdays. Sunday rate shall apply to Sunday work only, and shall be two (2) times the straight rate.

The County will pay the Contractor only for actual time worked at the site. Portal to portal travel, lunch breaks, or other non-work related breaks will not be paid for by the County. Employee travel time between jobs, time spent obtaining additional supplies or equipment (other than the time required to obtain supplies from an on-site truck) will not be paid for by the County.

Daily Log sheets shall be completed by the Contractor each day, at the job site, signed by the Project Officer, or designee. Daily Logs shall include the names of each Worker, time actually worked, as well as materials used that day.

SITE CONDITIONS/INVESTIGATIONS

Upon receipt of request to perform Work, and prior to the submission of a cost estimate, the Contractor shall visit the Project Site to determine the specific requirements of the Work. The particular requirements shall include access constraints, storage areas, material mixing and preparation areas, extent of patching requirements, paint quantities and types as well as any other factors which may affect the extent and completion of the Work. If existing paint conditions are deteriorated to the extent that remedial patching and surface preparation cannot be accomplished upon the terms and conditions of this Contract, the Contractor shall immediately notify the Project Officer and await further instructions.

Upon completion of the site investigation, the Contractor shall develop an itemized estimate for the Work.

ESTIMATES FOR WORK ASSIGNMENTS

The Contractor shall provide a written estimate for any request, if requested by the County. Estimates submitted for Work assignments shall itemize, in detail, the estimated cost for the assignment. Detail shall include all labor hours for each labor category with their contract unit prices, the product description (samples to be provided on request within 48 hours) and cost of any materials and scaffolding. Estimates over \$5,000 require a Site Visit to be performed by the Contractor prior to submitting an estimate. Estimates shall be provided, by the Contractor, to the County at no charge. Payment for Work shall be for

Work actually done, on a time and material basis. Lump sum invoicing is prohibited. If the Contractor's actual charges exceed the estimate by more than 10% on two (2) or more occasions during any three (3) month period, the County may terminate the contract without notice.

INVOICES

1. The County will reimburse the Contractor for time spent on the job only. Travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) and preparing estimates shall be at the Contractor's expense. These are considered administrative expenses and shall be included in the hourly rates bid. On the job time shall commence when the personnel arrive at the work site and report to the County Project Officer in charge of the assignment.
2. Approved Daily Logs shall be attached to the final invoice/s for payment.
3. Invoices shall be submitted to the County Project Officer who initiated the Purchase Order covering the job assignment, within 30 days of the completion of a job. The invoice shall contain a legible description of Work performed; identify location where the Work was performed; number of hours, by job category, worked; parts and equipment with receipts; and list the applicable County Purchase Order number.

The Contractor shall produce a properly painted surface. A properly painted surface is one that is uniform in appearance, color, and sheen. It shall be free of foreign materials, lumps, skins, runs, sags, holidays, misses, strike-through and insufficient coverage. It is a surface free of drips, spatters, spills, or overspray. Compliance with this criterion shall be determined when viewed without magnification at a distance of three (3) feet under normal lighting conditions and from a normal viewing position.

TECHNICAL REQUIREMENTS

The terminology definitions of the Painting and Decorating Contractor of America Standard P1-92, [Our Mission - Middle Atlantic Council - Painting and Decorating Contractors of America \(macpdca.org\)](http://www.mission-macpdca.org), shall govern in determining the standard of quality.

TRAFFIC MANAGEMENT: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract Work. The Contractor shall provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current Virginia Department of Transportation (VDOT) standards. There must be at least one (1) VDOT certified flagger trained on Basic Work Zone Traffic Control at each site where traffic control is required.

EQUIPMENT ACCESSIBILITY: The Contractor shall provide the means and methods to access all equipment included in this Contract. This includes, but is not limited to, ladders and scissor lifts (man-lifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.

ROOF SAFETY: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations.

MATERIAL DISPOSAL: The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with all applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).

SAFETY WORK PLAN: The Contractor shall provide a safety work plan to the County Project Officer or designee for all Work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the Contract with the initial schedule of implementation and separately at County's request for any Project Work prior to the start of the Work.

CODES AND STANDARDS: All Work performed under this Contract shall be in strict accordance with all applicable codes, industry standards, and County Standards. Should permits for any Work performed by the Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees. The Contractor shall follow and shall be responsible for coordination of all County requirements and procedures associated with impairments of fire protection equipment.

JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS

Within thirty (30) calendar days after award of the contract, a minimum of two (2) Painters employed by the Contractor must obtain background check approval from the Arlington County Sheriff's Office. Personnel who successfully pass the background check must attend a one (1) day Arlington County Sheriff's Office security class in order to be allowed to work in the Arlington County Detention Facility (ACDF) and Courthouse buildings. The one-day training session provided by the Sheriff's Office will include, but will not be limited to, required onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA), [Prison Rape Elimination Act \(PREA\) | Overview | Bureau of Justice Assistance \(ojp.gov\)](#), as specified in 28 CFR Part 115 of the Federal Registry. All personnel shall also be required to attend annual, one day, security/PREA refresher training. The Contractor shall not be reimbursed for time required for ACDF security trainings.

When entering or performing work at the ACDF, any and all Contractor's personnel carrying tools and replacement parts shall carry such tools and replacement parts in a locked tool bag or mobile tool cart with lockable drawers/doors. In addition, the Contractor shall ensure that each tool bag or mobile toll cart has a current (daily) inventory of the list of tools, replacement parts and any hazardous materials or products contained in the bag or mobile cart prior to entering and leaving the ACDF.

METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured throughout the term of the Contract by consideration of the following performance criteria:

- Failure to adhere to the contract requirements,
- Failure to provide appropriately certified and trained personnel as required in CONTRACTOR'S PERSONNEL above,
- Number of call-backs to correct unfinished or undesirable Work that does not meet the specifications outlined in this document,
- Failure to respond to requests for Work assignments in the specified time period as provided for in the Scope of Work,
- Failure to perform services within accepted industry standards and codes,

- Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls,
- Excessive time to complete work on three (3) or more jobs within a three (3) month period, may result in termination of the Contract by the County for default,
- Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required under CONTRACTOR'S PERSONNEL above,
- Failure to follow all applicable local, state and federal standards regarding traffic control, and confined space entry and material disposal.

GUIDELINES FOR PAINTING EXTERIOR AND INTERIOR SURFACES

- a. Samples: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate two (2) days prior to the commencement of Work.
- b. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture is achieved.
- c. Provide a list of materials and application for each coat of each sample. Label each sample as to location and application.
- d. Source of Materials: Provide primers and undercoat paint produced by the same manufacturer as the finish coats. Primers and undercoat paints shall be made to be used with the selected finish coat.
- e. Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates.
- f. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- g. Notify the Project Officer of problems anticipated using the materials specified.
- h. Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturers' product identification will not be acceptable.

Packing and Shipping:

- a. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturers' name and label and the following information:
 1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Manufacturers' stock number and date of manufacture.
 4. Application instructions.
 5. Color, name and number.

- b. Storage and Protection:
 - 1. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F. (7 degrees C.). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 2. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that Workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.
- c. Do not open containers of coatings or components unless for immediate use. Keep containers closed when not in use.

Environmental Requirements:

- a. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 F. (10 C.) and 90 F. (32 C.). Do not apply if, within 24 hours after application, temperature is expected to fall below 40 F. (4 C.).
- b. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 F. (7C.) and 95 F. (35 C.).
- c. Do not apply paint in snow, rain, fog or mist when the relative humidity exceeds 85%, at temperatures less than 5 F. (3 C.) above the dew point, or to damp or wet surfaces.
- d. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during applications and drying periods.
- e. Do not apply paint when dust is present. Program surface preparation and painting so that dust and other contaminants from the surface preparation process and other work done will not fall or settle in wet, newly painted surfaces.
- f. Do not apply paint to interior surfaces until the area is enclosed. Paint surfaces which will be inaccessible for painting.
- g. Protect other Work whether to be painted or not against defacement or damage by painting. Use masking materials to protect adjacent surfaces and materials.
- h. Comply with manufacturers' instructions for paint curing period temperatures, humidity and time periods.
- i. On wood, do not apply paint when the moisture content of the wood exceeds 12% as measured by an electronic moisture meter.
- j. Lighting: Work under this section shall not proceed unless adequate lighting is available.
- k. Ventilation: Assure that there is adequate ventilation for the type of coating and cleaning materials used. If necessary, consult paint manufacturer for recommendations.
- l. Paint pots shall not be cleaned at sinks or other drainage facilities nor shall any debris be allowed to run into drainage lines of the building.
- m. All fine arts, furniture and adjacent finishes shall be protected with drop cloths or other suitable methods from paint spatters, dirt or other damage during the progress of the Work, and the Contractor will be held responsible for any damage to fine arts incident to the Work done under the Contract.

COLOR PIGMENTS

- a. Pure, nonfading, applicable types to suit substrates and service suggested.
- b. Paint may be thinned only when recommended by the manufacturer's printed instructions. Type of thinner and quantity shall be as specified by the manufacturer.

EQUIPMENT

- a. For Brush Application:
 1. Natural bristle brushes: Precondition by soaking in raw linseed oil for 24 hours.
- b. For Roller Application:
 1. Pipe rollers
- c. For Mechanical Application:
 1. Hot-air spray
 2. Cold-air spray (automatic or hand)
 3. Electrostatic air spray (powder or fluid)

EXAMINATION

- a. Examine substrates and conditions under which painting will be done for compliance with requirements for application of paint.
- b. Do not begin paint application until unsatisfactory conditions have been corrected. Start of surface preparation/painting is the applicator's notice that the surfaces and conditions within a particular area are acceptable to begin Work.

PROTECTION

- a. Do all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each substrate condition.
- b. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection before surface preparation and painting.
- c. Remove these items if necessary for complete painting of the items and adjacent surfaces.
- d. Following completion of painting operations in each space or area, have items reinstalled by Workers skilled in the trades involved.
- e. Adjacent surfaces shall be protected against spatters, stains, or soiling. Each coat of primer or paint shall be evenly spread without skips, runs, sags, and clogging, and allowed to dry before next coat is applied.
- f. Provide ample illumination in areas where painting Work is in progress to fully light the Work being done.
- g. Examine areas and conditions where painting is to be done and correct any defects before beginning paint application.
- h. Starting to paint is applicator's notice that surface preparation is acceptable.

SURFACE PREPERATION

- a. Clean and prepare new surfaces to be painted according to the manufacturer's instructions for each particular substrate condition.
- b. Clean surfaces before applying paint or surface treatments.
- c. Remove oil and grease before cleaning.
- d. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- e. Hand sand between each undercoat and finish coats on smooth surface materials where oil and synthetic resin base paint and varnish systems are scheduled.
- f. Use extra-fine sandpaper on painted surfaces.
- g. Remove dust from surfaces after sanding with tack cloths.
- h. Note any additional requirement for rubbed finishes on architectural woodwork, schedule with that _____ finish.

MATERIALS PREPERATION

- a. Carefully mix and prepare paint materials according to manufacturers' directions.
- b. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- c. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
- d. Use only thinners approved by the paint manufacturer, and only within recommended limits.

ERECTION, INSTALLATION, APPLICATION

- a. Assume all responsibility for paint coats applied over surfaces and undercoats which have not been approved by the project officer.
- b. Remove paint and apply any additional coats of paint, as directed by the County's project officer, where surface preparation and undercoats have not been approved before finish painting.
- c. Provide finish coats that are compatible with primers used.
- d. Where different colors meet, provide a clear line of natural juncture.
- e. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- f. Finish doors on tops, bottoms and side edges, the same as the exterior faces.
- g. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
- h. Include field prime coats on metalwork in addition to any shop prime coats.
- i. Sand lightly between each succeeding enamel and varnish coat.

NOTE: DO NOT PAINT OVER DIRT, RUST, SCALE, GREASE, MOISTURE, SCUFFED SURFACES, OR CONDITIONS DETRIMENTAL TO FORMATION OF A DURABLE SMOOTH PAINT FILM.

- j. Apply the first coat to surfaces cleaned, pretreated, or otherwise prepared for painting when practicable after preparation and before subsequent surface deterioration.
- k. Allow sufficient time between successive coats to allow proper drying. Do not recoat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- l. Apply paint following manufacturers' directions. Use applicators and techniques best suited for substrate and type of material being applied.

NOTE: CLOUDINESS, SPOTTING, LAPS, BRUSH MARKS, RUNS, SAGS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS WILL NOT BE ACCEPTABLE.

METHODS OF APPLICATION

BRUSH APPLICATION

- a. Brush-out and work brush coats in both directions onto the surfaces in a uniform film.
- b. Use brushes best suited for the type of material being applied.
- c. Neatly draw all glass and color break lines.

ROLLER APPLICATION

- a. Roll-out and work roller coats in both directions onto the surfaces in a uniform film.
- b. Sleeves used on the rollers to be clean, full clipped pile, or as recommended by paint manufacturer for material and texture required.
- c. Use brush at corners, fasteners, irregular surfaces or items, and other like conditions.

MECHANICAL APPLICATION

NOTE: USE MECHANICAL METHODS FOR PAINT APPLICATION ONLY WHEN ACCEPTABLE.

- a. Spray painting, if permitted, shall be accomplished using pressure settings, application technique, spray tip, mesh filter screens, and mesh tip strainer as recommended by the coating manufacturer.
- b. Do not double back with spray equipment to build up film thickness of two coats in one pass.

MINIMUM COATING THICKNESS

- a. Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- b. The number of coats and film thickness required is the same, despite the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface according to the manufacturer's directions.

Prime Coats: **PRIME COAT APPLICATION SHALL MATCH ORIGINAL FINISH APPLICATION.**

NOTE: BRUSH APPLY ALL PRIME COATS UNLESS OTHERWISE ALLOWED TO USE ROLLER OR MECHANICAL APPLICATORS.

- c. Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material required to be painted or finished and has not been prime coated by others.
- d. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
- e. Omit primer on metal surfaces that have been shop-primed and touch up painted.

NOTE: TOP COAT APPLICATION SHALL MATCH ORIGINAL FINISH APPLICATION.

- f. Mechanical and Electrical Work: Painting mechanical and electrical Work is limited to items exposed in mechanical equipment rooms and in occupied spaces.
- g. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- h. For Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
- i. For Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- j. For Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

COMPLETED WORK

- a. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint Work not in compliance with specified requirements.
- b. Finish painted surfaces shall be free of clouding due to no coverage of ground coats or surfaces to which applied. Finish coat shall match specified color.

- c. Edges adjoining other materials or colors shall be true without overlapping.
- d. Each coat shall be applied to ornamental Work in a way that will not obscure ornament and texture.
- e. Each coat shall be even.

GUIDELINES FOR WALLCOVERING

Contractor shall furnish, install and finish wallcovering as specified in any given project by the County.

Sample

- a. Contractor shall submit for the County Project Officer's approval – a sample of each texture, type or color to be installed.

Warranty

- a. Contractor shall supply the manufacturer's written warranty against defects in workmanship for 5 years from date of installation. Submit manufacturer's written warranty.

Delivery, Storage and Handling

- a. All necessary materials for installation including wallcovering, primer and adhesives must be delivered to the job site undamaged. All containers are to be clearly marked with the manufacturer's identification label. Store wallcovering rolls and materials in a clean, dry area manufacturer's specification.

Project Conditions

- a. Environmental conditions must remain constant and over 65 degrees Fahrenheit for at least four (4) days before and throughout the installation and four to seven (4 to 7) days thereafter. Walls shall be finished to the Project Officer's specification and be free of surface defects and dirt. The Contractor for the installation process must provide sufficient lighting and access.

Adhesives and Primers

- a. Adhesives and Primers used must be of the type designed for specific type of wallcovering. Adhesives and Primers must contain mildew inhibitors. See manufacturer's recommendations for commercially available products.

Inspection

- a. ALL INSTALLATIONS MUST CONFORM TO MANUFACTURERS CURRENT INSTALLATION INSTRUCTIONS AND PRODUCT TECHNICAL INFORMATION.
- b. All labels shall be checked for accuracy by the Installer to ensure that the shipment is received as ordered.
- c. If no defect is evident before installation, the material should be inspected after three (3) panels are installed. If any defect is evident at this time (or any point of the installation), no further material shall be applied, and the Project Officer should be contacted IMMEDIATELY.

Surface Preparation

- a. All hanging surfaces must be clean, smooth, dry, undamaged, free of mold, mildew, grease or stains, and structurally intact. All loose paint and other wallcoverings must be removed. If moisture is present, immediately identify and eliminate the source(s) of the moisture and verify that all wall surfaces are completely dry before proceeding.
- b. Any mold or mildew MUST be removed from walls and hanging surfaces prior to installation. Walls shall not contain in excess of 4% residual moisture content. A moisture meter shall be used to determine moisture content. Moisture infiltration and accumulation can lead to mold or mildew growth and must be corrected PRIOR to the installation of the wallcovering. This product is intended for use in buildings that are properly designed and maintained to avoid moisture infiltration, condensation and or accumulation at wall cavities and wall surfaces, particularly in warm, humid climates. Old walls shall also be treated with bleach, Lysol and/or other approved, mildew-inhibiting products in order to inhibit further mildew growth.
- c. Proper surface preparation is key to getting great results. To prepare the surface properly, the Contractor shall prime all surfaces with a universal, white pigmented, mold inhibiting wallcovering primer.
- d. For new drywall construction, a coat of wallcovering primer shall be applied to the surface before application of wallcovering. The Contractor shall use a primer that dries to a solid color to conceal drywall joints
- e. The Contractor shall use only a lead pencil for marking walls and back of wallcovering. The Contractor must not use ballpoint or marking pen, as they will bleed through the surface.
- f. The Contractor shall not install wallcovering unless a temperature above 65° degrees F is maintained in both areas of installation and storage, for at least 48 hours prior to installation.

Clean up and Completion

- a. Upon completion of Work, the Contractor shall remove all surplus material and debris.

PART 1 – GENERAL

1.1 Work of this contract may involve any of the materials or surfaces listed herein:

- A. Interior material, including but not limited to painting:
 1. Gypsum a wallboard
 2. Gypsum wallboard shaft systems
 3. Unit masonry
 4. Cement plaster
 5. Hollow metal doors and frames
 6. Wood doors
 7. Special doors
 8. Access panels
 9. Security products/custom security hollow metal work
 10. Electrical panels located in finished areas
 11. Exposed electrical conduit in finished areas
 12. Exposed plumbing piping located in finished areas
 13. Exposed ductwork in finished areas
 14. Exposed grilles, registers and diffuses

15. Concrete surfaces
16. Fire extinguisher cabinets
17. Electrical plug molds
18. Railings
19. Ladders and metal stairs
20. Wall mounted bunk, wall mounted table and seat, and pedestal table/seat unit.
21. Ceiling grid systems
22. Acoustical ceiling tile
23. Surface mounted electrical and/or communication plastic
24. Metal containers
25. Previously painted surfaces.

B. Exterior materials, including but not limited to painting the following:

1. Exterior hollow metal doors and frames
2. Exterior steel ladders
3. Exterior cement plaster
4. Exterior concrete block
5. Exposed exterior wood and plywood
6. Rooftop mechanical equipment
7. Rooftop access doors
8. Exposed exterior pre-finished mechanical equipment
9. Exterior metal stairs
10. Exterior steel pipe railing
11. Exterior galvanized steel lintels
12. Exposed exterior structural steel for mechanical equipment support
13. Bollards and guard rails
14. Bike racks
15. Exterior water or other storage tanks
16. Concrete steps and slab
17. Previously painted surfaces

1.2 SUBMITTALS

A. Materials List:

1. After investigation of site conditions and before start of any Work, prepare and submit a complete list of paint materials required for the particular Work.

B. Samples:

1. Submit along with materials list, if requested, two (2) copies of full range of color available in each of proposed products.
2. Prepare and deliver to the County (prepared after the notice to proceed), 16"x 16" samples of each paint color on 1/4" gypsum wallboard, of colors selected by the County.
3. Prepare and deliver to the County (prepared after the notice to proceed) 4"x 4" samples of each wood stain selected on 1/4" red oak panels, finished as described in this Section.
4. For repainting of exterior surfaces and following the notice to proceed, prepare a three-part sample for the review and approval of the County Project Officer, if requested. The three-part sample shall consist of three side by side squares of at

least 12" x 8". The sample shall be no more than 12" x 36". The sample shall include portions which illustrates the surface preparation, the priming, and a finish coat. The entire sample shall be prepared with the surface preparation portion illustrating the scraping, wire brushing, washing and other actions proposed to be taken prior to the application of paint. Two thirds of the sample shall be primed and one half of the primed surface shall be painted with the final coat of paint.

- C. Paint Formulations:
 - 1. Submit paint formulations for each paint manufacturer, type and paint color for the County's future use in obtaining paint color matches.
 - 2. Submit formulations after paints have been installed and prior to final payment.

1.3 QUALITY ASSURANCE

- A. Field Quality Control:
 - 1. Request review of first finished room, space or item of each color scheme required by the County for color, texture and workmanship.
 - 2. Notify the County prior to starting space for review so that the Project Officer may be present for observation.
 - 3. A reviewed set of samples and brochures will be returned to the Contractor and shall be kept on the job throughout painting operations.
 - 4. Comply with authorities having jurisdiction in permanently identifying, with signs or stencils, all rated corridor partitions, smoke partitions, horizontal exit partitions, exit enclosures and fire walls.
- B. Codes and Standards: Comply with applicable ANSI (American National Standards Institute) codes and regulations:
 - 1. ANSI A13.1 - Identification of piping systems.
 - 2. ANSI Z53.1 - Safety color coding standards.

1.4 PRODUCT HANDLING

- A. Deliver paint materials to the job site in original containers with labels intact and legible at time of use.
- B. General:
 - 1. Material will be stored in one assigned area which will be used for storage, tinting, mixing and thinning. Adequate protection for floors, walls and ceilings shall be provided.
 - 2. Flammable material shall be kept in metal containers. Soiled rags, waste and empty containers shall be removed at the end of each day's Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturer:
 - 1. Approved manufacturers are Duron, Sherwin-Williams, and Benjamin-Moore, no exceptions.
 - 2. Paint materials selected for each type of surface shall be product of a single manufacturer.
- B. Compatibility:
 - 1. Paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with surface to be coated. Tools and equipment shall be compatible with coatings to be applied.
 - 2. Thinners, when used, shall be only those thinners recommended for that purpose by manufacturer of material to be thinned.
- C. All paints shall meet LEED standard for low-VOC paint.
- D. The use of special paint must be approved by the County Project Officer.

PART 3 - EXECUTION

3.1 WORKMANSHIP, GENERAL

- A. Use only skilled Workers, trained or certified in the application method or coating to be applied.
- B. Application by brush, roller or spray.
- C. Keep equipment clean and in proper condition to provide a job commensurate with the intent of this specification.
- D. Do not use same tools for application of paint on smooth surfaces that were originally used to paint concrete block.
- E. Mix, thin, modify and apply materials only as specified by the manufacturer.
- F. Tint all priming coats and undercoats to the approximate shade of final coat.
- G. Furnish Project Officer a schedule showing when various areas are expected to be completed.
- H. Keep schedule current as job progress dictates.
- I. If the Project Officer so directs, primer or paint coats must not be applied until he or she has inspected the initial surface preparation or previous coat.
- J. Protect the Work at all times, and protect all adjacent Work and materials by suitable

covering or other method during progress of this Work.

- K. Upon completion of the Work, remove all paint and varnish spots from floors, glass and other surfaces.
- L. Remove from premises all rubbish and accumulated materials resulting from the Work.
- M. Leave the Work area in clean and orderly condition.
- N. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished Work, and similar items; or provide ample in-place protection.
- O. Upon completion of each space, carefully replace all removed items.
- P. Remove electrical panel box covers and doors before painting wall.
- Q. Paint electrical panel boxes and doors separately and re-install after all paint is dry.
- R. Apply all materials under adequate illumination.
- S. Spread evenly and smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
- T. Coverage and hide to be complete.
- U. When color, stain, dirt or undercoats show through final coat of paint, cover by additional coats until film is of uniform finish, color, appearance and coverage.
- V. Allow all coats to dry thoroughly before applying succeeding coats.
- W. Touch-up all suction spots or "hot spots" in plaster and/or cement after application of first coat.
- X. Cover surfaces to be stained with a uniform coat of stain and wiped off, unless otherwise required.

3.2 PREPARATION OF SURFACES

A. General

The following is not intended as a listing of surfaces to be painted. It only indicates methods of preparation.

1. Surfaces must be clean, dry and adequately protected from dampness.
2. Surfaces shall be free of any foreign material which will adversely affect adhesion or appearance of applied coating.
3. Remove any mildew and neutralize surface.
4. Correct efflorescence on any area before painting.

- B. Wood to be painted
1. Sandpaper to smooth and even surface, then dust off.
 2. Allow priming coat to dry. Apply shellac, four (4) pounds cut, to all knots, pitch and resinous sapwood.
 3. Allow priming coat to dry, putty all nail holes, cracks, open joints and other defects.
 4. Color putty to match paint.
- C. Plaster (Where applicable)
1. Rake small cracks, scratches and abrasions deeply.
 2. Undercut large crack edges.
 3. Coat cracks with suitable primer.
 4. Fill with prepared patching plaster.
 5. Spot coat patches with prime coat when dry, prior to applying specified prime coat.
 6. Do not sandpaper plaster surfaces to be painted.
 7. Test surfaces with moisture meter before painting plaster.
 8. Do not paint seal plaster when moisture content exceeds 12%, except as may be required by manufacturer of paint materials used.
 9. Test sufficient areas in each space, and as often as necessary to determine the proper moisture content for painting.
- D. Drywall
1. Fill all irregularities with approved patching material.
 2. Sand to a smooth level surface.
 3. Exercise care to avoid raising nap of paper.
- E. Concrete, Masonry and Stucco (Where applicable)
1. Patch large openings and holes and finish flush with adjacent surface.
 2. After priming, fill any remaining small holes with Swedish putty made by mixing spackle with prime coat of paint.
 3. When applicable, acid etch concrete floor surfaces scheduled to be painted with solution of one part 36% muriatic acid to ten parts water.
 4. Flush floor with clean water and allow to dry thoroughly before painting.

5. Remove form oil from poured-in-place concrete by washing concrete with xylol, or as required for complete removal.
 6. Test surfaces with moisture meter before painting.
 7. Moisture not over 15% or to be within the acceptable limits of specified manufacturer and safe to paint.
- F. Ferrous Metal Surfaces
1. Remove dirt and grease with mineral spirits and wipe dry.
 2. Remove rust, mill scale and defective paint down to sound surfaces or bare metal.
 3. Scrape, sandpaper, or wire brush as necessary.
 4. Grind, if necessary, to remove shoulders at edge of sound paint to prevent photographing finish coats.
 5. Touch up all bare metal and damaged shop coats with rust inhibitive primer.
 6. For ferrous surfaces with shop coats touched up, as above, the first coat, as listed in paint systems schedule, may be omitted.
- G. Galvanized Metal Surfaces
1. Remove dirt and grease with mineral spirits and wipe dry with clean cloths.
- H. Existing Surfaces to Be Repainted
1. Wherever existing Work is cut, patched, or added to, paint or touch up to match present work as closely as possible.
 2. Put existing work, scheduled for repainting, in condition to provide good adhesion and to receive paint.

3.3 APPLICATION

- A. If paint or coating is not hiding substrate nor has non-uniform appearance, apply additional coats until results are satisfactory to the County.
- B. Each coat of paint shall be completely dry before applying succeeding coats, unless specifically allowed by material manufacturer.
- C. Each coat of paint or coating shall be applied at spreading rate recommended by paint manufacturer, and dry film thickness indicated.
- D. When paint or coating is brush applied, each coat must be brushed out uniformly to eliminate laps, skips, and excess brush marks; there shall be no visible evidence of runs, sags, curtains or other evidence of poor application.
- E. When paint or coating is roller applied, proper skill must be used to avoid signs of lapping and excess paint lines from edge of roller. When cutting-in with brush, these areas must

be of same texture, color and hiding as adjacent areas, to assure good appearance.

- F. When paint or coating is applied by spray, it must be done before installation of fixtures, hardware, flooring and other finish items, unless thoroughly protected. Paint or coating by spray application shall be applied only by skilled Painters, to assure a uniform finish with no evidence of improper application.
- G. Each coat of clear finish or enamel shall be lightly sanded and wiped free of dust before applying next coat.
- H. Final coat of paint or coating shall have visual evidence of solid hiding and uniform appearance.
- I. Make edges of paint or coating adjoining other material or colors, sharp and clean, with no overlapping.
- J. Exposed piping, conduit, ductwork, hangers and related materials in finished areas shall be painted. Color and texture as per schedule. Not scheduled, paint color as directed by County.
- K. Factory primed surfaces shall be determined paintable in a normal method by the Contractor and treated properly to secure adequate adhesion of on-site painting or coating.
- L. Environmental Conditions:
 - 1. Comply with manufacturer's recommendations as to environmental conditions under which paint and coatings may be applied.
 - 2. Do not apply paint in areas where dust is generated.
- M. On walls, soffits and ceilings of gypsum wallboard, plaster or veneer plaster, use 3/8" nap roller cover to produce an orange-peel texture stipple.

3.4 DRY MIL THICKNESS

- A. Apply paint to a dry mil thickness as indicated, e. g. depending upon the number of coats recommended by the manufacturer; as requested by the County; or as required by the Work to be performed satisfactorily:
 - 1st coat 3-5 mills
 - 2nd coat 3-5 mills
 - 3rd coat 3-5 mills
- B. Provide and use a "Tooke Dry Film Thickness Gage" to verify dry mil thickness of paint applied, if question of adequate coverage arises. Repair surfaces damaged in the verification of dry mil thickness.

3.5 CLEAN UP

- A. Following completion of painting in each area, reinstall items which were removed for painting by the Contractor.
- B. During progress of the Work, do not allow accumulation of empty containers or other excess items except in areas designated for that purpose.
- C. In event of accidental spilling of paint, immediately remove spilled paint and wash surfaces to original undamaged condition, at no cost to the County.
- D. Upon completion of this portion of Work visually inspect surfaces and remove paint from surfaces not scheduled to be painted.
- E. Spot painting to correct soiled or damaged paint surfaces will be allowed only when touch-up spot is blended into surrounding finish and is not visible to normal viewing. If not possible, re-coat entire surface to corners or visible stopping point.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

AGREEMENT NO. 22-DES-ITB-576

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County,
Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as
follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter
"Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 22-DES-ITB-576.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more
particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of
the Work is to provide all labor, tools and equipment required for the complete and satisfactory
performance of all types of painting services, for up to five (5) years. the Contract Documents set forth
the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It
will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract
Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents
limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 2022 and must be completed no later than _____ 20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 22-DES-ITB-576 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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

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

7. PAYMENT TERMS

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

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk

and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

14. WARRANTY

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

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

15. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

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

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

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

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

16. 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.

17. 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.

18. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

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

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

19. OSHA REQUIREMENTS

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

20. HAZARDOUS MATERIALS

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

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies

of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

22. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

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. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as

required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits ____). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

25. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

26. UNSATISFACTORY WORK

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

27. PROJECT STAFF

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

28. 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.

29. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

30. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

31. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

32. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

33. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

34. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

35. INDEMNIFICATION

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

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

36. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses,

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

37. COPYRIGHT

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

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

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

38. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

39. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses;

dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

40. ETHICS IN PUBLIC CONTRACTING

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

41. COUNTY EMPLOYEES

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

42. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

43. AUTHORITY TO TRANSACT BUSINESS

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

44. RELATION TO COUNTY

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

45. ANTITRUST

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

46. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

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

47. AUDIT

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

The Purchasing Agent may require the Contractor to demonstrate 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 at any time during the term of this Contract.

48. ASSIGNMENT

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

49. AMENDMENTS

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

50. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

51. DISPUTE RESOLUTION

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

52. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

53. ARBITRATION

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

54. NONEXCLUSIVITY OF REMEDIES

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

55. NO WAIVER

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

56. SEVERABILITY

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

57. 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.

58. ATTORNEY'S FEES

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

59. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT;

WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

60. HEADINGS

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

61. AMBIGUITIES

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

62. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

63. ARLINGTON COUNTY BUSINESS LICENSES

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

64. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

65. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor’s programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services and activities. For example, individuals’ service animals must be allowed in the Contractor’s offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

66. INSURANCE REQUIREMENTS

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

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

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission,

commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

67. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

68. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 22-DES-ITB-576

B I D F O R M

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 11, 2022

FOR PROVIDING PAINTING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

BIDDER’S MUST COMPLETE ATTACHMENT A – PRICE SHEET 1, AND ATTACHMENT B – PRICE SHEET 2. THESE SHEETS AND BID FORM MUST BE SIGNED AS THE BIDDER’S AFFIRMATION OF ATTACHMENTS A&B AND RETURNED WITH THE BID PACKAGE.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED IN:

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

BID FORM, PAGE 2 OF 11

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS? YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES NO

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

<HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088>.

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

BID FORM, PAGE 4 OF 11

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

BIDDER NAME: _____

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a 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 (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

I, _____(hereinafter referred to as “Bidder”), certify that I will comply with the COVID-19 Vaccination Policy as a condition of contract award which may require that all contractor employees or subcontractors who will be working on the contract are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Signed: _____ **Date:** _____

Name of Bidder: _____

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past two (2) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

BIDDER NAME: _____

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- 1. Workers' Compensation..... Statutory limits of Virginia
- 2. Employer's Liability.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability.....\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 4. Premises/Operations.....\$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 5. Automobile Liability.....\$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles.....\$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate).....\$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 11. Personal and Advertising Injury Liability.....\$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella \ Excess Liability.....\$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
 - a. Architects and Engineers.....\$1 Million per occurrence/claim
 - b. Asbestos Removal Liability\$2 Million per occurrence/claim
 - c. Medical Malpractice.....\$1 Million per occurrence/claim
 - d. Medical Professional Liability.....\$1 Million per occurrence/claim
- 15. Miscellaneous E&O/ Professional Liability\$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability.....\$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability.....\$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____
- 21. Moving and Rigging Floater.....Endorsement to CGL
- 22. Dishonesty Bond.....\$ _____
- 23. Builder's Risk.....Provide Coverage in the full amount of contract
- 24. XCU Coverage.....Endorsement to CGL
- 25. USL&H.....Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence/\$6 Million Aggregate
 - a In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request:
 - Business Auto Liability\$2 Million per occurrence with MCS-90 and CA 9948 (or equivalent endorsements specifically referenced in the certificate of insurance
- 31. Cyber insurance.....\$2 Million per occurrence/Aggregate
- 32. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AUTH. SIGNATURE: _____

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OFFEROR'S STATEMENT:

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

BIDDER NAME: _____

AUTH. SIGNATURE: _____

EXHIBIT C

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

- I hereby certify that all _____ (Contractor Name) employees and subcontractors who will be working on Contract No. _____ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT D

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

- I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. _____ are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____