

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

INVITATION TO BID NO. 21-DES-ITB-515

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 1:00 P.M. ON THE 29TH DAY OF MARCH 2021.

FOR THE PROVISION OF  
SPECIALIZED PLUMBING SERVICES

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](#)

Or call in (audio only)

[+1 240-468-7910](#) United States, Bethesda

Phone Conference ID: 129 842 895#

**PREBID CONFERENCE**

A virtual prebid conference will be held at **11:30 a.m., March 11, 2021** on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click [here to join the meeting](#), or join by dialing **1 (347) 973-6905** and enter Conference ID **886720530#**. ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL. Minutes of the prebid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

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

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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. 21-DES-ITB-515**. 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 MARCH 17, 2021, 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](http://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 mailto: [business@arlingtonva.us](mailto:business@arlingtonva.us).

#### **7. 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.

#### **8. 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.

#### **9. 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.

**Bidders should also submit the following:**

- Resumes of the proposed **Contract Manager, Project Manager, Plumbers, and Helpers** assigned to this work, who have the requirements as described in the Scope of Services.

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.

**10. 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.

**11. ERRORS IN EXTENSION**

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

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. METHOD OF AWARD**

The County will award the contract to the lowest responsive and responsible Bidder determined by the “**Grand Total for Pricing Sections I, II, and III**” on the Bid Form.

**22. 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.

**23. 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.

**24. 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](#).

**25. EXPENSES INCURRED IN PREPARING BID**

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

**26. RIDER CLAUSE**

**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. Notification and Reporting**

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**D. 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.

**27. 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.

**28. 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

### A. INTRODUCTION

The intent of this Contract is to provide specialized plumbing preventive maintenance, repairs, including projects involving compliance with ADA requirements at various facilities located in Arlington County, as identified by the County Project Officer. Work includes routine preventive maintenance type services or emergency response to restore plumbing service in a facility. At the minimum the following are the body of work covered under this contract:

1. Grease Trap pumping and cleaning to include replacing damaged grease traps as needed.
2. Sewage and sump injector pumps to include pumping out sewage and ejector pumps, repairing and replacing sewage and sump parts and it's components as needed.
3. Jet washing and power washing all drains when needed or as requested.
4. Vactor truck to include pumping out storm drains and oil separators tanks.
5. High definition closed-circuit television (CCTV) inspection to inspect drain and sewage lines for damage in accordance with piping drain size and/or location; not be considered routine maintenance.
6. Specialized plumbing services, including but not limited to, low height equipment for sewage pump out that fits in a low ceiling height garages and providing different sized trucks to pump out sewage pumps, storm pumps and oil separators.

### B. SERVICE REQUIREMENTS

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade including specialized testing equipment, consumable supplies (including, by way of illustration and not limitation, lubrication, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) and materials as required to provide comprehensive preventive maintenance on all equipment listed in schedule A. The equipment listed in Schedules A and B represent current County inventory covered by this Contract. The Contractor shall provide maintenance, emergency on-call response, inspection, testing, repair, replacement, and installation services for the equipment listed on Schedules A and B in accordance with pricing submitted in the Bid Form. The Contractor shall provide the above listed services for equipment not listed on Schedules A and B on a time and materials or project basis. All charges for materials, parts and equipment shall be at the Contractor's cost.

The Contractor shall supervise and direct the work of its employees and subcontractors. The Contractor shall only assign those employees and subcontractors to work under this Contract that are fully qualified to perform the assigned task and have the necessary certification and training.

The Contractor shall ensure that at least one (1) assigned employee at the job-site has full command of English language and is capable of communicating with the County Project Officer.

The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor. No mark-up shall be allowed. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

**NO "PORTAL TO PORTAL" CHARGES OR FUEL SURCHARGES ARE PERMITTED UNDER THE CONTRACT.**

### C. CONTRACT CHANGES

The County reserves the right to add or remove equipment and services to or from the Contract through a written amendment, executed by both parties. The additions or removals shall be at the sole discretion of the County, at prices agreed upon between the County and the Contractor. The negotiated value of listed equipment discontinued from service during the contract term shall be deducted from the annual contract price. Price for equipment added shall be added to the annual Contract price. The value of any such additions or subtractions shall be negotiated between the County and the Contractor.



D. INSPECTION AND PREVENTIVE MAINTENANCE SERVICE:

The Contractor shall perform inspection, testing, and preventive maintenance (PM) of all equipment listed in Schedule A per the PM tasks in Schedule B. The Contractor shall provide to the County Project Officer within ten (10) calendar days of the issuance of a valid County Purchase Order an inspection, testing, and preventive maintenance first-month schedule for all equipment in Schedule A for review and approval by the County Project Officer. Contractor shall begin inspection and maintenance on all equipment in Schedules A upon County approval of the submitted schedule. The Contractor shall submit a quarterly schedule for approval to the County Project Officer ten (10) calendar days prior to the start of each period.

The initial service to any equipment shall be the annual service or next highest cyclical service (e.g. semi-annual, quarterly). Upon completion of the initial service of all equipment listed in Schedule A and within sixty (60) calendar days of the County's approval of the schedule, the Contractor shall submit to the County's Project Officer one (1) written report in pdf. via email identifying the building name, building address, the date of service visit and the following information:

1. Equipment type and manufacturer (the Contractor shall verify the equipment listed in Schedule A for accuracy). Include any equipment not indicated on Schedule A;
2. A statement as to the current condition of the equipment;
3. A description of work performed as a part of the annual preventive maintenance visit;
4. Specific recommendations for any repair or modification which the Contractor believes could enhance the operation of the equipment; and
5. An estimate of the cost of each task to accomplish the work recommended in item 4 above using the contract labor rates;

A written report shall be provided yearly after each annual service and within sixty (60) days.

All major deficiencies found during any service visit shall be relayed by phone to the County Project Officer or designee on the same day of the service visit.

All inspection, testing, and preventative maintenance of all equipment shall be performed by technicians that meet the criteria of technicians identified in the Contractor's Personnel Requirements Section.

E. SERVICE TICKETS

The Contractor shall maintain a copy of all inspection reports/service tickets onsite in a clear plastic folder with sewn edges and be posted at or near each equipment list in Schedule A.

F. NEW AND CORRECTIVE WORK

In addition to the work on equipment listed in Schedule A, inspection, preventive maintenance, repair, replacement, and installation of equipment not listed in Schedules A and B and which are not due to the Contractor's improper performance or negligence, shall be completed on a time and materials or project basis using the contract labor rate(s) when approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

G. CCTV INSPECTION

The Contractor shall provide closed circuit television (CCTV) inspection of building or associated building site piping on an as-needed basis. A written inspection report shall be submitted for all CCTV inspections within three (3) business days from inspection date. The report shall include the following at a minimum:

1. Description of work performed and reason for performing the work;
2. Address and name of building;
3. Date, time and weather conditions;

4. Name of camera operator;
5. DVD electronic link of recorded video;
6. Site plan with piping location size and depth; and
7. Recommendations and associated cost estimates.

H. WORK TICKET & WORK ORDERS (Work less than \$5,000)

For time and material work less than \$5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the issued Work Order number. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job.

I. PROJECT WORK (Work greater than \$5,000 not exceeding \$15,000)

The Contractor shall submit a formal proposal for all inspection, testing, maintenance, repair, replacement, and new installation projects (excluding preventative maintenance) for approval by the County. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate solicitations(s) for any such project work.

J. SUBCONTRACTOR WORK

The Contractor may use subcontractors to perform work only with prior written approval of the Project Officer. The Contractor must provide supervision of all work performed by the subcontractor under this contract.

K. WORK HOURS

Regular work hours are defined as: 7:00 a.m. to 4:00 p.m., Monday through Friday, except weekends and County-observed holidays as listed below. All work shall be performed during regular working hours unless directed otherwise by the County Project Officer or designee.

New Year's Day	Election Day (November 3 <sup>rd</sup> )
Martin Luther King's Day	Veterans Day
Washington's Birthday/President's Day	Thanksgiving (Thursday and Friday)
Memorial Day	Independence Day
Labor Day	Christmas Day

L. ON-CALL SERVICE

The Contractor shall provide twenty-four (24) hour on-call and emergency repair services. The Contractor shall respond onsite within two (2) hours of a call identified as an emergency and shall respond onsite within twenty-four (24) hours for routine service calls. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer and unless a valid County Purchase Order is issued.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may terminate the contract.

M. OVERTIME WORK

Work authorized to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer. Work performed outside of regular work hours

without the advance approval of the Project Officer or for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

N. CHECK-IN AT SITE AND SIGN-OFF

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (703-228-4422) to allow for proper notification to County staff at the various sites.

**THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY. THE CONTRACTOR'S PERSONNEL SHALL ALSO CALL THE DISPATCHER IN ADVANCE OF THEIR DEPARTURE TO OBTAIN A SIGNATURE FROM COUNTY PROJECT OFFICER.**

O. MATERIAL AND WORKMANSHIP

All parts and materials used or furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required when rebuilt parts are proposed for use.

The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. All charges for materials for all contract work shall be at the Contractor's cost. The Contractor must provide supporting invoices/receipts for materials.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract hourly rates.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables is considered administrative expenses. These shall be included as part of the hourly rates bid.

P. ADDITIONAL EQUIPMENT REQUIREMENTS

Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of plumbing repair and maintenance services, including by way of illustration and not limitation, backhoes, trenching and asphalt patching, the estimated costs of the additional equipment and/or services shall be identified in the Contractor's written proposal for the job. If the County accepts the use of additional equipment and/or services, the Contractor will be reimbursed only for the actual amount of the cost of such equipment and/or services. The County reserves the right to obtain from others the additional equipment and/or services.

Q. CONTRACTOR'S PERSONNEL REQUIREMENTS

1. CONTRACT MANAGER

The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, etc.). The Contractor shall identify the Contract Manager to the County within ten (10) days notification of award of contract. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of plumbing systems and components; 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 maintenance services and 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 Manger shall meet with the County Project Officer for progress meetings at the County Project Officer's request.

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

2. PROJECT MANAGER

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 not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$20,000.

3. PLUMBERS

The Contractor shall provide on an as-needed basis Plumbers who currently hold an active Journeyman or Master Plumber tradesman certification through the Virginia Board for Contractors. Evidence of stated certification shall be made available to the County upon request at any time. Each Plumber must have at least five (5) years of experience in the plumbing field.

The Contractor shall employ at all times during the Contract term at least three (3) journeyman Plumbers and one (1) master Plumber that are readily available to perform work under this Contract.

The Contractor shall employ at all times during the Contract term at least two (2) licensed backflow device testers readily available to perform work under this Contract.

4. HELPER

The Contractor shall provide a helper to assist the Plumber on an as-needed basis. The Helper shall: be capable of providing assistance to the Journeyman or Master Plumber; have a minimum of one year's exposure to the plumbing field; be able to work with basic tools of the trade; and be able to independently perform basic plumbing tasks.

The Contractor shall employ at all times during the Contract term at least four (4) Helpers that are readily available to perform work under this Contract.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

R. DOCUMENTATION NEEDED TO INITIATE PAYMENT FOR CONTRACT SERVICES

The Contractor shall submit invoice for payment for each project. All invoices shall contain the following information:

1. Building where work was performed;
2. Date and time the repair work was done;
3. Brief description of the service;
4. Amount of billing showing all materials used and total hours required to complete the work. Contractor's invoices for materials and signed work orders shall be attached; and
5. Purchase order and work order numbers in the right upper corner of the invoice.

S. TIMELY COMPLETION OF WORK

The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor's invoices any charges for time spent by the Contractor's crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the Project Officer. Priority work identified by the County Project Officer or designee shall take precedent over current work.

T. COUNTY'S RIGHT TO STOP WORK

The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County may then contract for completion of the work with another vendor.

U. SPECIAL REQUIREMENTS

1. 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 must 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 VDOT standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.

2. EQUIPMENT ACCESSIBILITY:

The Contractor shall provide the means and methods to access all equipment. This includes, but is not limited to, ladders and scissors lifts (man-lifts).

3. ROOF SAFETY:

The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.

4. SAFETY WORK PLAN:

The Contractor shall provide a safety work plan to the County Project Officer or designee upon request from the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

5. CODES AND STANDARDS:

All work performed under this contract shall be in strict accordance with all applicable codes, industry standards, and County Standards.

6. CONFINED SPACE:

- Work under this contract requires entry into confined spaces as identified by OSHA, Standard 29 CFR 1910.146 <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.146>, Permit Required Confined Spaces. Compliance with this standard as well as all other applicable local, state, and federal standards is mandatory.
- The confined space may be oxygen deficient or contain other hazards. Personnel entering confined spaces must have proper training and equipment to allow for safe entry and execution of work within the confined space. The County facilities may include permit required confined spaces as well as non-permit required confined spaces.
- The qualified Contractor must have a written Permit-required Confined Space Entry Program and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140 <http://register.dls.virginia.gov/home.aspx> . The Contractor shall provide the County Project Officer a copy of the program and documented training along with a list of trained and certified Contractor personnel within ten calendar days of the issuance of a Notice of Award.
- The Contractor's Project Officer must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan that includes the Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as all other applicable local, state and federal standards.
- Entry Permits must be filed and maintained by the Contractor. When entering permit required confined spaces, the permit shall be posted at the work site during the entry.

7. PARKING:

Parking for the Contractor will not be provided. The Contractor is responsible all parking fees associated with its vehicles on job assignments.

V. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS

All Contractor personnel anticipated to work on this Contract must obtain background check approval from the Arlington County Sheriff's Office to access the Justice Center. Those passing the background check must attend a one day Arlington County Sheriff's Office security class in order to work in the Arlington County Detention Facility (ACDF) and Courthouse. The one day training session provided by the Sheriff's Office will include, but not be limited to, expected onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. Attendance at an annual one day security/PREA refresher training will also be required. The Contractor shall not be reimbursed for time required for ACDF training.

When entering or performing work in 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, each tool bag or mobile toll cart must have a current (daily) inventory of the list of tools, replacement parts and any hazardous material or product contained on the bag or mobile cart prior to entering and leaving the ACDF.

W. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:

1. Provision of appropriately certified and trained personnel as required in the section titled "Contractor's Personnel";
2. Number of call-backs to correct malfunctions/failures;
3. Response to requests for work as provided for in these specifications;
4. Performance of services within accepted industry standards and codes;
5. Adherence to contractual requirement for onsite response for emergency work and routine service calls;
6. Performance of services within the time prescribed within accepted industry standards and codes;
7. Contract Manager's ability to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required the in Contractor's Personnel section; and
8. Adherence to all applicable local, state and federal standards regarding confined space entry and material disposal.

X. SERVICES FOR OTHER COUNTY DEPARTMENTS

This Contract is extended to other County Departments. If other departments make use of this Contract, a separate Purchase Order ("PO") must be issued by that department. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the department issuing the PO.

**SCHEDULE A**

**LOCATIONS AND PREVENTATIVE MAINTENANCE (PM)  
FOR GREASE TRAP, SUMP PUMPS, SEWAGE EJECTORS, AND OIL INTERCEPTORS**

<b>ARLINGTON MILL (909 S. DINWIDDIE ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	4	Sump Pumps	Interior Building	Annually
2	1	Sewage ejector	Exterior Building	Twice a year
3	1	Oil Interceptor	Interior Building	Annually
4	1	Grease Interceptor	Interior Building	Quarterly

<b>ARGUS HOUSE (1527 CLARENDON ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building	Quarterly

<b>ARLINGTON ARTS CENTER (3550 WILSON BLVD.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Sump Pump	Interior Building	Upon request

<b>CENTRAL LIBRARY (1015 N. QUINCY ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Sump Pump	Level G3	Upon request

<b>COURTS/POLICE (1425 N. COURTHOUSE RD.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Sewage injector	Interior Building	Three times a year
2	1	Sump Pump (garage)	Interior Building	Upon request

<b>DETENTION FACILITY (1435 N. COURTHOUSE RD. )</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building	Three times a year
2	1	Storm Water injector	Interior Building	Upon request
3	4	Sump Pumps	Interior Building (elevators)	Upon request

<b>EQUIPMENT DIVISION (2701 S. TAYLOR ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	4	Trench drains/the building has 4 set of overhead doors and each set has a continuous drain	clean all trench drains before cleaning/pumping the oil interceptor	Twice a year
2	1	Oil Interceptor	Exterior Building	Twice a year
3	1	Sewage Ejector	Interior Building	Twice a year

<b>VEHICLE WASH (4260 S. 28TH ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Oil Interceptor	Exterior Building	Every 6 months

<b>FAIRLINGTON CENTER (3308 STAFFORD ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Trap	Interior Building	Quarterly

<b>FIRE STATION #2 (4805 WILSON BLVD.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building/under kitchen sink	Quarterly
2	2	Oil Interceptor	Exterior Building	Annually

<b>FIRE STATION #3 (4100 OLD DOMINION DR.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building/under kitchen sink	Quarterly
2	1	Oil interceptor	inside mechanical room	Upon request
3	1	Oil interceptor	Exterior Building	Annually

<b>FIRE STATION #5 (1750 S. HAYES ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Exterior Building	Quarterly
2	1	Oil interceptor	Exterior Building	Every 2 years



<b>FIRE STATION #6 (6950 LITTLE FALLS RD.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Exterior Building	Twice a year
2	1	Oil interceptor	Exterior Building	Annually

<b>FIRE STATION #9 (1900 WALTER REED)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Oil Interceptor	Interior Building	Annually
2	1	Sewage ejector	Interior Building	Twice a year

<b>FIRE STATION #10(1559 WILSON BLVD)UNDER CONSTRUCTION</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Oil Interceptor	Interior Building	Annually
2	1	Sewage ejector	Interior Building	Quarterly/after construction is completed

<b>FORT CE SMITH MAIN HOUSE (2411 N. 24TH ST.)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Sewage ejector	Exterior Building	Twice a year

<b>RESIDENTIAL PROGRAM CTR. (1554 COLUMBIA PIKE)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building/under kitchen sink	Upon request

<b>WALTER REED REC CENTER (2909 S 16<sup>TH</sup> STREET)</b>				
<b>Item</b>	<b>Quantity</b>	<b>Equipment Type</b>	<b>Remarks</b>	<b>PM Frequency</b>
1	1	Grease Interceptor	Interior Building	Quarterly

## SCHEDULE B

### EQUIPMENT PREVENTIVE MAINTENANCE TASKS

At a minimum, the Contractor shall perform the following inspection and maintenance tasks on equipment identified in SCHEDULE A. Any deviations from the requirements below require the advance approval of the County Project Officer.

<b>Equipment Type</b>	<b>Maintenance Task</b>
Grease Trap	Pumping removal and jet cleaning interceptor, inlet and outlet.
Sewage and Sump Injector Pumps	Preventive maintenance, repair, cleaning and replacement. 1. Pump and jet clean 2. Service check valve 3. Verify Amperage 4. Verify impeller and float
Oil Interceptor	Pumping removal and jet cleaning interceptor, inlet and outlet.

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

#### SAMPLE AGREEMENT NO. 21-DES-ITB-515

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. 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. 21-DES-ITB-515.

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 specialized plumbing services. 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 \_\_\_\_\_, 2021 and must be completed no later than \_\_\_\_\_ 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from \_\_\_\_\_, 2022 to \_\_\_\_\_, 2026 (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. 21-DES-ITB-515 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 \_\_\_\_\_ 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of

change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in \_\_\_\_\_ of each year of the Contract.

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

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

#### **7. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. 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. 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.

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

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

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

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

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.



**27. BACKGROUND CHECK AND SECURITY CLASS REQUIREMENT FOR JUSTICE CENTER**

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

Employees or subcontractors who successfully pass the background check who will be working in the Arlington County Detention Facility and Courthouse shall be required to take a Contractor Security Orientation class with Arlington County prior to work beginning on the Contract. Substitutions of employees after contract start must have written approval from the County, a successful background check and completion of the Contractor Security Orientation class before being allowed on site.

**28. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

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

**29. 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.

**30. 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.

**31. \*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.

**32. 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.

**33. 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.

**34. ENVIRONMENTAL SERVICES INDEMNIFICATION**

**A. ENVIRONMENTAL SERVICES INVOLVING COUNTY PROPERTY INDEMNITY AND INSURANCE**

The Contractor acknowledges that the property which is the subject matter of or related to the performance of this Agreement is being handled on a "as is where is" basis and the Contractor assumes all risks attendant thereto. Contractor further acknowledges that said property has been or will be inspected Contractor to determine the existence of any substance or hazardous nature and that the Contractor will take all necessary steps to control any such substance, including clean-up, whether or not on property owned or controlled by Contractor or County in accordance with all applicable laws and regulations. Upon acceptance of the Agreement, Contractor agrees to protect, indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnities") from and against any and all claims 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 Agreement.

1. In the event the Contractor is insured for liability within excess of those specified in the Contract, Contractor's said obligation shall extend up to but not exceed the limits of the insurance. Contractor's costs to undertake

the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

**B. ENVIRONMENTAL SERVICES INVOLVING DISCHARGE OR DISPOSAL OF HAZARDOUS MATERIAL AND GENERAL ENVIRONMENTAL WORK**

Contractor agrees to defend, indemnify and hold harmless the County and all its elected and appointed officials, officers, current and former employees, agents, departments, agencies, board, and commissions (collectively the "County Indemnities") from and against any and all claims 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 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 the 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. Contractor agrees that it will dispose of all Materials in strict compliance with local, County, state, and federal statutes, laws, ordinances, codes, rules, regulations, orders, or decrees, and shall provide evidence of such disposal satisfactory to County on a weekly basis to County's designated representative. This duty save, defend, hold harmless and indemnify will survive the termination of this Agreement.

In the event that Contractor fails to comply with this paragraph, and upon discovery of a failure or violation related to its disposal operations, Contractor shall immediately report such failure or violation to all applicable governmental agencies having jurisdiction, and to the County, and Contractor shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Contractor's failure to comply, and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

**C. ENVIRONMENTAL SERVICES SAFETY LANGUAGE**

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Agreement. The Contractor or thru its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting signs, placarding, labeling or posting other forms of warnings against hazards.

**35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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, proposal 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)

**46. AUDIT**

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

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

**47. 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.

**48. AMENDMENTS**

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

**49. 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.

**50. 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

**51. 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.

**52. ARBITRATION**

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

**53. 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.

**54. 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.

**55. 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.

**56. 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.

**57. 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.

**58. 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.

**59. 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.

**60. 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.

**61. 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**



Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

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

**62. 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.

**63. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**64. LIMITED ENGLISH PROFICIENCY**

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

**65. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

**66. 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.

**67. 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 \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous E&O/ Professional Liability - \$1,000,000 per occurrence/claim.
- e. Dishonesty Bond/Crime Insurance - \$500,000.
- f. Environmental Impairment Liability, including coverage of on-site clean-up - \$2,000,000 per occurrence/ \$4 million Aggregate.
- g. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- h. 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.
- i. 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.
- j. 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.

**68. 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.

**69. 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. 21-DES-ITB-515

BID FORM

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

BIDS WILL BE OPENED AT 1:00 P.M., ON MARCH 29, 2021

FOR PROVIDING  
**SPECIALIZED PLUMBING SERVICES**  
PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

**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.*

**ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER:** *(if  
available)* \_\_\_\_\_

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

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/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?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.

**BIDDER SUBMISSIONS AND ASSERTIONS:**

RESUMES OF THE PROPOSED CONTRACT MANAGER, PROJECT MANAGER, PLUMBERS, AND HELPERS ASSIGNED TO THIS WORK, WHO HAVE THE REQUIREMENTS AS DESCRIBED IN THE SCOPE OF SERVICES  
*(ATTACH TO YOUR BID SUBMISSION)*

YES  NO

**WRITTEN PERMIT REQUIRED CONFINED SPACE ENTRY PROGRAM AND TRAINING IN COMPLIANCE WITH OSHA**

YES  NO

**SAFETY MANUAL AND HEALTH PLAN THAT INCLUDES CONFINED SPACE ENTRY PROCEDURE**

YES  NO

**PRICING:**

**BIDDERS MUST ENTER PRICING IN US DOLLARS FOR EACH LINE HIGHLIGHTED IN BLUE BELOW. ITEMS LEFT BLANK OR ENTERED AS \$0, WILL BE DEEMED AS A NO-BID FOR THAT ITEM AND BIDDERS MAY BE DEEMED NON-RESPONSIVE.**

**SECTION I. PRICE FOR PREVENTIVE MAINTENANCE (PM) FOR GREASE TRAP, SUMP PUMPS, SEWAGE EJECTORS AND OIL INTERCEPTERS AT LOCATIONS LISTED ON SCHEDULE A. ANNUAL PRICE INCLUDES ALL COST FOR PERFORMANCE OF TASK INDICATED IN SCOPE OF SERVICES AND SCHEDULE B.**

#	LOCATION	ANNUAL PRICE PER LOCATION
1	ARLINGTON MILL	\$
2	ARGUS HOUSE	\$
3	ARLINGTON ARTS CENTER	\$
4	CENTRAL LIBRARY	\$
5	COURTS/POLICE	\$
6	DETENTION FACILITY	\$
7	EQUIPMENT DIVISION	\$
8	VEHICLE WASH	\$
9	FAIRLINGTON CENTER	\$
10	FIRE STATION #2	\$
11	FIRE STATION #3	\$
12	FIRE STATION #5	\$
13	FIRE STATION #6	\$
14	FIRE STATION #9	\$
15	FIRE STATION #10	\$
16	FORT CE SMITH MAIN HOUSE	\$
17	RESIDENTIAL PROGRAM CTR.	\$
18	WALTER REED REC. CENTER	\$
<b>SECTION I. TOTAL ANNUAL PRICE FOR ALL LOCATIONS</b>		<b>\$</b>

**SECTION II. PERSONNEL HOURLY LABOR RATES**

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE (NOT COVERED UNDER THE PREVENTIVE MAINTENANCE SERVICES) INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, AND TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, AND MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES. **OVERTIME (OVER 8 HOURS OF CONSECUTIVE WORK) RATES SHALL BE TIME AND HALF OF REGULAR HOURLY RATES.**

POSITION	ESTIMATED HOURS	REGULAR HOURLY RATE	TOTAL (ESTIMATED HOURS MULTIPLIED BY REGULAR HOURLY RATE)
PROJECT MANAGER	100	\$	\$
PLUMBER	1000	\$	\$
HELPER	850	\$	\$
<b>SECTION II. TOTAL PERSONNEL HOURLY LABOR</b>			\$

**SECTION III. ADDITIONAL TASK ITEMS**

ADDITIONAL TASK ITEMS INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING TASK IDENTIFIED, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

ITEM		UNIT OF MEASURE	COST
CCTV INSPECTION	LUMP SUM FOR SETUP AND REPORTING	EACH	\$
CCTV INSPECTION	CCTV INSECTION	PER 10 LINEAR FEET	\$
REMOVAL AND DISPOSAL OF SEDIMENT USING A VACTOR TRUCK	LUMP SUM FOR TRUCK SETUP	EACH	\$
	COST OF SEDIMENT REMOVAL AND DISPOSAL	PER CUBIC YARD	\$
JET WASHING	JET WASHING	PER 10 SQUARE FEET	\$
	JET WASHING	PER 10 LINEAR FEET	\$
PUMP TRUCK	LUMP SUM FOR TRUCK SETUP	EACH	\$
	COST OF GREASE REMOVAL AND DISPOSAL	PER CUBIC YARD	\$
<b>SECTION III. TOTAL FOR ADDITIONAL TASK ITEMS</b>			\$

**GRAND TOTAL FOR PRICING SECTIONS I, II, AND III: \$** \_\_\_\_\_



**EMERGENCY CONTACT**

Provide phone numbers that are answered by a live person twenty four (24) hours a day, seven (7) days a week:

\_\_\_\_\_  
\_\_\_\_\_

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:

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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: \_\_\_\_\_

REFERENCES

Bidders should provide **three (3)** references for similar services that have been provided by the Bidder within the past five **(5) 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, \$2 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/Crime Insurance.....\$500,000
- 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 \$2 Million per occurrence/\$4 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 bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDERNAME: \_\_\_\_\_ AUTH. SIGNATURE: \_\_\_\_\_

**ATTACHMENT A**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. **21-DES-ITB-515** (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor’s work site or the

County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. **21-DES-ITB-515** (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.



I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

Contractor’s Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**