



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

INVITATION TO BID NO. 23-DES-ITB-523

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 1:00 P.M. ON THE 22ND DAY OF MARCH, 2023.

FOR THE PROVISION OF COUNTY-WIDE HVAC MAINTENANCE, REPAIR AND INSTALLATION SERVICES FOR UP TO FIVE (5) YEARS

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

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

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 266 942 384 013

Passcode: D6UgXo

Or call in (audio only)

+1 347-973-6905 United States, New York City

Conference ID: 814 000 887#

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 BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

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

Arlington County, Virginia
Office of the Purchasing Agent

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

1. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the ITB No. 23-DES-ITB-523. 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 10, 2023 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, enjoined, or suspended 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, enjoined or suspended 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.

The County reserves the right to waive this requirement at any time, for any reason.

6. ARLINGTON COUNTY BUSINESS LICENSES

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

7. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

8. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required.

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

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less

than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

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

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

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

10. BID FORM SUBMISSION

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

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

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

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

11. BIDDER CERTIFICATION

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

12. ERRORS IN EXTENSION

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

13. 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.

14. 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.

15. 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.

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by ATTACHMENT D – Price Sheet, GRAND TOTAL FOR PRICING SECTIONS A, B & C for each section.

The County will evaluate bids and make awards to the lowest responsive and responsible Bidder for each section as detailed on the Bid Form under **Section 1 North of Route 50** and **Section 2 South of Route 50**. If the same Bidder is determined to be the lowest Bidder on both sections, the County will award Section 1 North of Route 50, to the lowest Bidder and Section 2 South of Route 50 to the second lowest Bidder.

If at any point during the contract term, the awarded Contractor for the Section cannot perform the Work at the requested time, the Work may be assigned to the Contractor awarded for the alternate Section, at the same Bid Price as submitted in the Bid Form and respective Pricing

Sheet. Bidders must bid on all items listed per Section to be considered. Bidders may bid on one or both Sections. Bidders should mark “No Bid” on the non-applicable Section.

24. 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.

25. 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.

26. LIVING WAGE CONTRACT

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

27. 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](#).

28. EXPENSES INCURRED IN PREPARING BID

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

29. RIDER CLAUSE

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

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies

providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

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

30. 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.

31. ELECTRONIC SIGNATURE

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

II. SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract with two (2) qualified commercial HVAC Contractors to provide preventive maintenance for the listed heating, ventilation, and air conditioning (HVAC) equipment, as well as repair and replacement services and on-call repair and replacement services (Work) for any listed and non-listed HVAC equipment, as may now be owned or later acquired by Arlington County ("County").

BACKGROUND:

The County has divided the facilities for which HVAC preventive maintenance and repair services are required into two (2) sections. This solicitation covers facilities located north of Route 50 and south of Route 50. Equipment covered by this contract is shown in ATTACHMENTS A, B, AND C. The County will evaluate bids and make awards to the lowest responsive and responsible bidder for each section as detailed on the Bid Form.

CONTRACT CHANGES:

The County reserves the right to add or remove locations, equipment, and services to or from the contract by written amendment. The additions or removals shall be at the sole discretion of the County. The service contract value of the listed equipment discontinued from service during the contract term shall be deducted from the contract price. Equipment added after bid opening shall be added to the contract price. The value of such additions shall be negotiated by the County and the Contractor.

1. SCOPE OF WORK REQUIREMENTS:

For the amounts bid, the Contractor shall furnish all necessary labor, transportation, parking fees, tools, consumable supplies, and materials as may be required to provide a comprehensive preventive maintenance service (mechanical and water treatment) on all HVAC equipment listed in ATTACHMENTS A, B, AND C. The equipment listed in these attachments represent current inventory of the County's HVAC equipment in facilities covered by this solicitation.

The Contractor shall service or replace HVAC equipment and/or window air conditioning units not listed on ATTACHMENTS A, B, AND C on a time and materials, on-call basis.

As part of corrective maintenance work, the Contractor shall provide start up and warranty documentation of any new equipment and provide training on the requirements and use of the new equipment to County personnel on an as-needed basis.

2. SUBCONTRACTORS:

All HVAC services under this contract must be performed by the prime Contractor. No part of the HVAC work can be subcontracted. The Contractor will be allowed to subcontract the water treatment services.

3. PRICING:

All parts, materials, and work performed by subcontractors shall be provided to the County at the Contractor's cost. The Contractor's original purchase records shall be provided to the County along with the Contractor's invoice to support the costs charged. Labor provided for non-contract Work shall be at the contract fully loaded labor rates provided/submitted on the Bid Form.

4. PREVENTIVE MAINTENANCE:

GENERAL:

The Contractor shall perform the following preventive maintenance Work as outlined in Schedules A and B. The County reserves the right to cancel all or part of preventive maintenance services under this contract and obtain such services from another source. The Contractor shall provide the following:

- All adjustments and services required to maintain proper and energy-efficient operation of all systems and equipment listed in ATTACHMENTS A, B, AND C in accordance with the general equipment preventive maintenance guidelines in Schedules A & B.
- All parts and supplies necessary to perform preventive maintenance on equipment covered by this contract provided during operational periods or required by the seasonal shut-down or start-up of the systems, components, and individual equipment. The County will reimburse the Contractor for the cost of refrigerant necessary to complete preventive maintenance work. The Contractor shall keep a record of the amount of refrigerant added or removed on work tickets and preventive maintenance tickets. These records shall be submitted to Facilities Management Bureau upon request.
- All call-backs for system malfunctions (no cooling or heating) caused by the Contractor's improper maintenance or failure to provide maintenance or failure to provide maintenance in accordance with contract requirements shall be performed by the Contractor at no additional cost to the County within the timeframe defined in the ON-CALL REPAIR SERVICE paragraph below. If the Contractor fails to correct system malfunctions in a timely manner, the County reserves the right to hire another Contractor or perform the work in-house. All costs associated with such repairs shall be credited against the Contractor's monthly invoice.
- Follow the coordination requirements with the County's Building Automated System (BAS) Facilities Maintenance Staff, as specified in the CHECK-IN AT SITE SIGN-OFF paragraph below.

5. PREVENTIVE MAINTENANCE SCHEDULE:

The Contractor shall identify to the County their contract manager within five (5) calendar days of the award of contract. The Contractor's contract manager, within ten (10) calendar days of the award of the contract, shall develop the proposed time schedule for the preventive maintenance for the first month of work in accordance with requirements of Schedules A & B and submit it for review and approval to the County Project Officer at no additional cost to the County. The time schedule is subject to adjustments upon request from the County Project Officer.

The Contractor shall submit to the County Project Officer the proposed time schedule for preventive maintenance for each following month of the contract, before the 10th of the preceding month.

The initial service to any equipment shall be the annual service or next cyclical service (e.g. semi-annual, quarterly) and shall meet the guidelines identified in Schedules A & B. Upon completion of the initial service of all equipment listed in ATTACHMENTS A, B, AND C, and within one hundred twenty (120) calendar days of the County's approval of the schedule, the Contractor shall submit to the County's project officer, via an electronic file, a report identifying the building name, building address, the date of service visit and the following information for all equipment:

- a) Equipment type, location, model number, serial number, and manufacturer (the Contractor shall verify the equipment listed in Schedule A for accuracy).
- b) List of HVAC equipment not included on Schedule A. Include the equipment type, location, model number, serial number, and manufacturer.
- c) A statement as to the current condition of each piece of equipment.
- d) A description of Work performed as a part of the annual preventive maintenance visit.
- e) Specific recommendations for any repair or modification which the Contractor believes could enhance the operation of the equipment.
- f) An estimate of the cost of each task to accomplish the work recommended in item 4 above using the contract labor rates.
- g) A statement as to the current condition of the water treatment and any recommendations.

A written report meeting the criteria above shall be provided yearly, after each annual service, and within sixty (60) days, after the contract anniversary date.

All major deficiencies found during any service visit shall be relayed by phone or in person to the County project officer or designee on the same day of the service visit.

All inspection, testing, and preventive maintenance of all HVAC and water treatment equipment identified in Schedule A shall be performed by technicians that meet the criteria identified in the CONTRACTOR'S PERSONNEL paragraph below.

Throughout the contract term, the Contractor shall provide to the County project officer and the building supervisor reports addressing any Work that is not covered under the preventive maintenance work that needs attention and that may include but is not limited to such equipment as outlined in Schedule A. Each report shall include, at a minimum, building name and location, equipment where deficiencies have been determined, description of deficiency and the date deficiency was discovered. Such reports shall be submitted immediately upon discovery of any deficiency in the County equipment.

6. PREVENTIVE MAINTENANCE DOCUMENTATION:

An appropriate preventive maintenance clear plastic folder shall be posted at or near each separate piece of equipment. Roof top equipment (exhaust fans, etc.) shall have their folders posted in the closest mechanical room or at the exhaust fan starters. These folders shall be posted within sixty (60) days of initial service.

The preventive maintenance folders shall contain Work Tickets with the following information:

- a) Date scheduled preventive maintenance was last performed and by whom.
- b) "REMARKS" column shall identify all maintenance that was performed satisfactorily.
- c) Recorded readings of items as required by Schedules A & B.
- d) If anything other than "satisfactory" is entered in the REMARKS column, the Contractor's mechanic shall indicate in the work ticket any uncorrected deficiencies' reasons for deferring corrective services; critical readings taken (pressure, temperature etc.) and any other information needed to properly evaluate the condition or operational status of the equipment.
- e) Failure by Contractor's staff to provide maintenance of each piece of equipment in accordance with Schedule B and the manufacturer's standard of care will result in the amount charged for the preventive maintenance of such equipment being deducted from the monthly bill for each

month such failure exists, in accordance with price breakdown for the entire building provided by the Contractor and accepted by the County Project Officer prior to processing for compliance.

7. PREVENTIVE MAINTENANCE SERVICE MECHANICAL:

The Contractor shall meet with the County within one week of the award for a kick-off meeting prior to starting any Work under the contract.

The Contractor shall begin preventive maintenance service on HVAC equipment upon receipt of a valid County purchase order and the issuance of the monthly County work orders. The Contractor shall only complete and invoice the Work for which both the Purchase Order and the Work Order have been issued.

8. PREVENTIVE MAINTENANCE SERVICE (WATER TREATMENT):

The cleaning and treatment of circulating HVAC water systems provided by the Contractor shall include the following, in accordance with requirements specified in the scope of work and schedule B for this solicitation:

- a) Provision of cleaning compounds.
- b) Chemical treatment for closed loop heat transfer systems.
- c) Chemical treatment for open loop systems.
- d) Treatment of glycol-water heat transfer systems.
- e) Legionnaire testing (once a year in the month of July)

9. SEASONAL WORK:

The Contractor shall provide two (2) seasonal start-ups of the HVAC equipment in accordance with requirements of Schedule B, at no additional cost to the County. The dates of seasonal changeovers are April 15th (from heating to cooling) and October 15 (from cooling to heating) of each contract year. Those dates may be adjusted upon the County's request. The Contractor shall provide to the County a seasonal change over matrix for each change over (heating to cooling) no later than forty-five (45) days before each changeover date. If the Contractor fails to perform the seasonal changeovers in accordance with the requirements specified in Schedule B, the Contractor shall correct any problem resulting from such failure at no cost to the County. If the Contractor fails to correct such problems, the County reserves the right to call a different Contractor to perform the required services at the Contractor's cost. The seasonal change over matrix shall include buildings, equipment, systems, County date of inspection, service completed date, oil analysis recovery, comments, and others.

10. PAYMENT FOR PREVENTIVE MAINTENANCE SERVICES:

Payments for Work performed by the Contractor and accepted by the County project officer, will be made by the County to the Contractor on a monthly basis, upon completion of service and submission by the Contractor of a proper and correct invoice with all associated work tickets and receipts attached.

The Contractor shall submit to the County a monthly invoice, in duplicate, along with work tickets for each site visit. The Contractor's invoice shall reflect the total amount of billing, supported by the appropriate Work tickets, clearly itemized, and identified by each site. Monthly payment will only be made for those sites supported by Work tickets. All Work tickets must include the County's Work Order

Number. More on the payment requirements can be found below under “PAYMENT FOR ON-CALL SERVICES” and “PAYMENT FOR PREVENTIVE MAINTENANCE SERVICES”.

Payments for all labor performed on a time and materials basis shall be for Work performed and services rendered on the job site only. No “portal to portal” charges are permitted under this contract.

11. CORRECTIVE WORK AND ON-CALL REPAIRS:

Corrective Work:

For time and material work less than \$10,000, 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 in accordance with the CHECK-IN AT SITE AND SIGN-OFF paragraph below. 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.

The Contractor shall submit a formal proposal for all inspections, testing, maintenance, repair, replacement, and installation services whose cost estimates exceed \$10,000.00.

The Contractor’s proposal shall be based on the Contract Labor Rates on the Bid Form, and for 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 cost item. Upon acceptance of the proposal by the County project officer or designee, the County shall issue a separate Purchase Order for the Work. The Contractor shall not begin the Work without receipt of the Purchase Order. The County reserves the right to solicit additional cost proposals or issue a separate bid (s) for any such project Work.

On-call Repair Services:

In the event of a failure of any equipment included under this contract, the Contractor shall arrive onsite with all tools and equipment necessary to perform repairs within four (4) hours of receiving a telephone or email notification from the County. If the faulty system provides critical HVAC service (such as in an automated data processing area, a laboratory where ventilation and temperature control is critical or as clearly identified by the County project officer and/or designee), the Contractor shall arrive onsite with all tools and equipment necessary to perform repairs within two (2) hours of receiving a call from the County, identifying such an emergency. (Note: All emergency requests will be specifically identified by the County on Work orders, purchase orders, emails and/or phone calls). If the Contractor is unable or fails to arrive onsite within the required time frame, the County reserves the right to retain other Contractors to perform the service. If the Contractor is unable or fails to arrive onsite following on-call requests, within the required time frame on, two (2) or more occasions during any one-month period, the County may terminate the contract for convenience.

Mechanical Load Calculations:

Load calculations shall be performed for all Work associated with HVAC modifications. Loads shall be submitted to the County project officer for approval prior to procurement of equipment and/or start of Work. Refer to Arlington County Infrastructure Design and Construction Standards (included in the

solicitation as Exhibit C) for acceptable load calculation software. The County shall provide the Contractor with the updated Arlington County Infrastructure Design and Construction Standards as they become available. Cost for load calculations will be determined on a project-by-project basis, if required in project scope. Load calculation is not an overhead cost. Price for load calculation must be included as a separate line item in the Contractor's proposal.

12. PAYMENT FOR ON-CALL SERVICES:

The Contractor shall provide itemized invoices for all repair and on-call services for listed and non-listed equipment performed by the Contractor and accepted by the County project officer, with associated **signed** work tickets attached.

Invoices submitted for payment shall contain at a minimum the following information:

- a) Building name and address where the Work was performed.
- b) Date and time of arrival and completion of repair.
- c) Name of County designee authorizing the repairs.
- d) Complete description of repair.
- e) Amount of billing showing all parts installed and total hours used to perform the repairs. Contractor's invoices for parts and signed Work orders and signoff's shall be attached. Parts shall not be shown as a lump sum. The invoice shall include a breakdown of all materials used.
- f) County's Work order number.
- g) Hourly rates must match the rates provided by the Contractor on the Bid Form submitted for this solicitation.

Payments for all labor performed on a time and materials basis shall be for Work performed and services rendered on the job site only.

13. ERRORS OR DISCREPANCIES IN EQUIPMENT LIST:

If the Contractor discovers any discrepancies in the equipment list during their site inspections, they shall immediately notify the County project officer so that an appropriate amendment may be issued amending to add or delete erroneous entries in the equipment list.

14. IMPROPER OPERATION:

Cost of repair or maintenance Work caused by improper operation, negligence, misuse, or accident caused by the County or otherwise beyond the control of the Contractor, other than normal wear and tear, shall be paid for by the County. The Contractor shall be responsible for all costs of repair or additional maintenance work caused by improper operation, negligence, misuse, or accidents caused by the Contractor's employees or because of actions of the Contractor, Contractor's employees or subcontractors.

15. AUTOMATIC TEMPERATURE CONTROLS:

The Contractor shall furnish service, inspection and calibration on automatic temperature controls. In addition, if the County requests the Contractor to correct a problem (including the Direct Digital (DCC) controls), the Contractor shall be responsible for obtaining inspection and service and coordinating the assigned Work with the DDC service provider (the County will provide a list of the approved DDC service providers to the Contractor). The Contractor shall submit to the County copies of the original invoices, upon request. Any such Work performed within preventive maintenance responsibilities shall be included in the monthly preventive maintenance price. For any other projects, this Work will be paid on

a time and materials basis. The County will reimburse the Contractor for the labor and parts charged by the DDC service provider at the Contractor's cost.

16. CONTRACT INCLUSIONS:

The Contractor's monthly service charges and hourly labor rates for repair Work shall include provision of all oil and grease; solvents and cleaners; rust remover, paint for touch up of equipment, as needed; screws, as needed to properly secure panels and covers; adhesives for insulation; rubbertex type insulation; fuses, wire, wire connectors and wire nuts; cleaning solvents, coil cleaners and rags; cleaning of coils, unless otherwise excluded herein, for all operating equipment. The Contractor shall remove all material, waste, refrigerant, and refrigeration oil at no additional cost to the County. It will be the Contractor's responsibility to maintain all mechanical rooms and ensure that they are clean and free of debris and trash. The monthly service also includes water treatment services as specified in the Preventive Maintenance (Water Treatment) section above.

17. CONTRACT EXCLUSIONS:

Contract service price does not include the expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of the contract.

The County reserves the right to issue separate solicitations for any replacements of hermetic or semi-hermetic compressors, and equipment, if necessary or at the County's sole discretion, negotiate with the Contractor for such Work under the terms and provisions of this contract.

Throughout the contract term, the Contractor shall provide to the County project officer, on a monthly basis, reports covering any Work that is outside the scope of this contract that is in need of attention, and that may include, but not limited to, such equipment as outlined above.

18. WORK HOURS:

Regular work hours are defined as: 7:30 a.m. to 5:00 p.m., Monday through Friday, except County observed holidays. All preventive maintenance services shall be performed during regular working hours. Some County facilities are open at different hours, including some with twenty-four (24) hour access. It is the Contractor's responsibility to determine the hourly schedule and access availability for each building covered by this contract. No overtime payments will be allowed for preventive maintenance work, done before 7:30 a.m. or after 5:00 p.m., when such Work is done at the Contractor's option.

19. OVERTIME WORK:

Repair Work authorized in writing by the County project officer to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rates included in the Contractor's bid. The Contractor shall not perform overtime work for any reason, without the advance knowledge and approval of the County project officer. Work performed outside of regular work hours without the advance knowledge and approval of the project officer will be paid for at straight-time hourly labor rates only.

20. CHECK-IN AT SITE AND SIGN-OFF:

The Contractor's employees shall check in and out with the County's Facilities Maintenance Hotline (703-228-4422) to receive a job reference number for each building visit for all emergency or regular (preventive and corrective) maintenance service and projects, which will allow for proper notification to

County staff at the various sites of who will be performing work in their building. In addition, the Contractor's employees shall validate their visit through sign-off on the Work tickets by a building representative (Team Leader) or designee as indicated by the Facilities Management Bureau (FMB). Work approved by the County project officer or designee to be performed outside of regular Work hours shall be coordinated with FMB to allow access to buildings and alert other operations. The Contractor's employees shall present the Work ticket to the County project officer, or designee, for final review and approval within a maximum of forty-eight (48) hours after completing the Work.

The Contractor's employees shall be required at some County buildings to sign-off at the front desk.

21. WORK TICKET:

The Contractor shall provide to the County, with its invoice, a clear and legible copy of each applicable work ticket showing the Work order number and a complete description of all Work performed, indicating the date and time of arrival and departure at the facility for each employee. The County's Work order number, materials used (except small tools and consumables), hours worked, and a clear and identifiable statement signed by the County project officer or designee, that the Work was performed. Upon award, the Contractor shall be required to provide to the County project officer sample copies of their standard Work ticket, and any other form (s) proposed to be used in charging, recording or invoicing Work done under this contract, for the County's review and approval.

22. MATERIALS:

The Contractor shall maintain a sufficient quantity of common repair parts (such as relays, fuses, small size contactors, screws, etc.) on its service vehicles and/or have such common repair parts immediately available from the Contractor's warehouse in order to prevent unnecessary down time of equipment.

23. SPECIAL REQUIREMENTS:

a) 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 Virginia Department of Transportation (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.

b) EQUIPMENT ACCESSIBILITY:

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

c) ROOF SAFETY:

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

d) MATERIAL DISPOSAL:

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

e) SAFETY WORK PLAN:

The Contractor shall provide a safety work plan to the County project officer or designee for all Work requested unless otherwise directed by the County project officer or designee. This plan shall be

submitted for approval at the beginning of the contract with the initial schedule and separately at the County's request for any project Work prior to the start of the Work.

The Contractor's personnel shall always wear the following personal protective equipment (PPE): hard hats, safety glasses, steel toed boots, and highlighted vests. If such PPE might prevent the Contractor's employees from performing the tasks at hand, or create a greater hazard, the Contractor shall provide an alternative plan for the County project officer's approval in advance of performing any Work.

f) CODES AND STANDARDS:

All Work performed under this contract shall be in strict accordance with all applicable codes, industry standards, and County standards. Should permits for any Work performed by the Contractor be required by the County, the Contractor shall prepare, submit, and obtain approval and permits from the County. The Contractor shall be responsible for all permit fees. The County will reimburse all permit fees to the Contractor at cost. The Contractor shall follow and shall be responsible for coordination of all County requirements and procedures associated with impairments of fire protection equipment.

24. CONTRACTOR'S PERSONNEL:

The Contractor shall have during the contract term, a minimum of ten (10) two-person service teams, composed of an HVAC mechanic licensed journeyman and a helper (one licensed Master Mechanic shall be available to provide direction to journeymen as needed). The Contractor shall also have an appropriately stocked service vehicle assigned to each team, available to respond to the needs of the County under this contract. All personnel used by the Contractor to perform under this contract shall be licensed and certified as required by the Commonwealth of Virginia, the State of Maryland, or the District of Columbia. Service personnel shall be qualified through various manufacturer's factory training or other appropriate HVAC training to perform this type of Work. The Contractor shall submit evidence of all required licensing, trades certifications and training within five (5) business days of the County's request at any time throughout the term of the contract. The County reserves the right to reject any Contractor's service personnel, who, in the County's judgement are not adequately qualified to perform the Work.

25. QUALIFICATION REQUIREMENTS:

a) Contractor's Contract Manager

The Contractor shall assign a qualified individual to serve as the Contractor's contract manager. The Contractor's contract manager shall be experienced in contract management; supervision of employees; knowledgeable in all aspects of heating, ventilating and air conditioning services and equipment; and be able to consult with the County project officer about necessary or recommended remedies.

The Contractor's contract manager shall report to the County's project officer for communication, coordination and evaluation of preventive maintenance and repair 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 manager shall inspect buildings covered by this contract for the purpose of ensuring quality preventive maintenance workmanship and compliance with the contract; note discrepancies and complaints; evaluate and plan for correction of deficiencies. As part of the Contractor's Quality Control

program, the Contractor's contract manager shall meet with the County project officer monthly to discuss preventive maintenance performance and receive feedback on all services performed and address any performance concerns. Monthly date and time to be determined. The contract manager shall submit a consolidated list of recommendations at each monthly meeting.

The contract manager's hours are not billable and shall be considered as the Contractor's overhead.

b) Project Manager

The Contractor shall assign a qualified individual to serve as the Contractor's project manager. The Contractor's project manager shall have at least two (2) years of experience in the following: project management; supervision of employees; shall be knowledgeable in all aspects of heating, ventilating, and air conditioning services and equipment, and be able to consult with the County project officer about necessary or recommended remedies. 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 closeout (i.e. checklist, start-up, warranty, etc.). A project manager may only be charged for project Work over \$25,000 with the prior written approval of the County project officer.

c) HVAC Mechanic- Licensed Journeyman

The Contractor shall have at least eight (8) licensed HVAC mechanics assigned to this contract. Each HVAC mechanic shall possess:

- A minimum of five (5) years' experience as a journeyman commercial mechanic providing heating, ventilating and air conditioning service repairs.
- OSHA certified to use a person-lift.
- Capability to analyze and trouble-shoot equipment malfunctions, determine the cause and make recommendations for repairs and prepare written proposals.
- Knowledge of the proper use of all tools and equipment required for Work needed under this contract.

d) Boiler Service Technician

The Contractor shall have at least two (2) licensed boiler service technicians assigned to this contract. Each boiler service technician shall possess:

- A minimum of five (5) years' experience as a journeyman mechanic providing furnace and boiler repairs.
- The capability to independently perform maintenance, repair and modification to the types of boilers and furnaces included in this contract.
- The capability to analyze and troubleshoot equipment malfunctions to determine the cause and make recommendations for repairs.
- Knowledge of the proper use of all tools and equipment required for work under this contract.

e) Water Treatment Technician

The Contractor shall have at least two (2) water treatment technicians assigned to this contract. Each water treatment technician shall possess:

- A minimum of five (5) years' experience in HVAC water treatment, to include flushing, cleaning, pre-treatment, training, debugging, acceptance, testing operations and chemical limit control.
- The capability to analyze and troubleshoot equipment malfunctions to determine the cause and make recommendations for repairs.
- Knowledge of the proper use of all tools and equipment required for Work under this contract.

f) Technician Helper/Trainee

The Contractor shall have at least ten (10) technician helpers under training assigned to this contract. Technician helpers shall be apprentice or assistant furnace and boiler repair mechanics with the ability to assist in all types of furnaces and boiler maintenance, repair, and modifications under the supervisor of a service technician.

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

26. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS:

All Contractor personnel anticipated to work on this contract must obtain background check clearance from the Arlington County Sheriff's Office to access the Justice Center. Personnel who successfully pass the background check must attend a one (1) day Arlington County Sheriff's Office security class to be allowed to work in the Arlington County Detention Facility (ACDF) and Courthouse buildings. The one-day training session provided by the Sheriff's Office will include, but will not be limited to: required onsite security protocols, responsibilities, and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. All personnel shall also be required to attend an annual one-day security/PREA refresher training. The Contractor shall not be reimbursed for time required for ACDF security trainings.

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

27. TIMELY COMPLETION OF WORK:

The Contractor shall proceed diligently to complete any Work under this contract during regular Work hours (unless specified/approved by the County project officer otherwise), without interruption, except for scheduled lunch breaks.

Scheduling of priority Work, including the interruption of a current assignment, requires the advance approval of the County project officer. Priority Work identified by the County project officer or designee shall take precedence over any current project Work and/or preventive maintenance.

In the event of an emergency Work call, the Contractor shall first attempt to assign a qualified and knowledgeable employee familiar with the County and available on site rather than assigning an employee what is not familiar with the County and must travel from another jurisdiction.

The Contractor's sole relief from any claim for delay which is caused by the acts and omission of the County, and due to causes within the County's control will be the Contractor's direct costs which result from the delay. The Contractor's sole relief on any claims for delay which were not caused by the acts and omissions of the County, or due to causes not within the County's control will be an extension of contract time.

28. SERVICES FOR OTHER COUNTY DEPARTMENTS:

This contract is extended to other departments within the County. If other departments make use of this contract, a separate Purchase Order must be issued by that department. The Contractor management, invoices, scheduling, coordination, and payment shall be the responsibility of the department issuing the PO.

SCHEDULE A

1. ITEMS TO BE SERVICED

The following equipment and components are examples and descriptions of items that shall be serviced by the Contractor. The Contractor shall provide all labor necessary to correct any and all problems with the equipment.

All motor replacements shall be the National Electrical Manufacturers Association (NEMA) <https://www.nema.org/> premium efficiency type of motors.

- All controls, devices, piping, equipment and ancillary components or systems which are part of any HVAC system located in any facility the County calls for service
- Pneumatic automatic temperature control system
- Electric automatic temperature control system
- Electronic automatic temperature control system (analog/digital)
- Thermostats
- Remote control panels
- Pressure controls
- Control valves and dampers
- Sensing instruments
- Control motors
- Air compressors
- Drying units and accessories
- Air handler units for cooling and/or heating
- Air handler units, including, but not limited to fan coil units, indoor portions of split A/C systems or heat pumps, hydronic coil, electric furnaces, gas type heating units, etc., used for the purpose of conditioning the air and/or heating
- Air cooled condensers
- Water cooled condensers
- Air filters
- Water circulating pumps (cooling tower, condenser, chilled water, condenser water, heating water)
- Water make-up valves
- Expansion tanks
- Water regulating valves including pressure control and regulating types
- Electric sensing-type float valves
- Float valves
- Direct expansion valves
- Sump pumps
- Hand valves
- Steam traps
- Convector units
- Hot water heaters
- Cooling towers and fans

- Evaporative condensers
- Reciprocating and scroll compressors
- Centrifugal compressors
- Electric motors
- Electronic starters
- Belts and drives to both pumps and fans
- Equipment safety devices (electrical, mechanical or control)
- Heating controls not associated with boiler safeties
- HVAC packaged unit controls, valves, and safeties
- Drain pans
- Supply and return registers and grilles
- Boiler and Boiler Systems:
 - Hot water boilers: This shall include the boiler, make up water controls, city water make-up water controls, water columns, sight glass, drain cocks, high and low water control and all other safety controls, burners dampers, modulators, and any type of flame proving sensor or device, and any and all other safeties, control or monitoring devices either attached on connected in some manner as part of the boiler operating system or make up water system. It will also include safeties and operating controls, expansion tanks, air vents, relieve valves, radiators, convectors, gauges (temperature and pressure), modulating valves controlling water flow in the boiler room, blow down valves, blow valves, drain valves, and boiler isolation valves, both manual and automatic, hand holes, inspection holes and manholes. All system temperature controls and thermostats; hot water pumps; seals; and motors; water feed valves and pressure regulators are included, as well as fuel delivery systems: to include oil filters, oil pumps, gas and oil pressure, piping, controls for fuel delivery, regulator nozzles, etc.
 - Steam boilers: This shall include the boiler, make up water controls, high and low water control and all other safeties and controls, city water auto make-up controls, burners, dampers, modulators, fire controls, and all other safeties either attached on connected in some manner as part of the boiler operating system and make up water system. It will also include condensate tank and safety and operating controls, expansion tanks, air vents, relieve valves, radiators, convectors, gauges (temperature and pressure), modulating valves controlling water flow in the boiler room, blow valves, drain valves, and boiler isolation valve, both manual and automatic. All system temperature controls and thermostats; hot water pumps; seals and motors, water feed valves and pressure regulators are included, as well as fuel delivery systems: to include oil filters, oil pumps, gas and oil pressure regulator, nozzles, valve trains etc.
 - Fuel Fired Heaters: the following further clarifies system elements to be serviced:
 - Hot air furnaces, beginning at the point where the return air enters the furnace including air filters and ending at the point where the hot air leaves the discharge plenum after the A/C evaporator coil. All flow

switches and safeties; electrical controls and thermostats, blower motor, inducer motors and blower wheels, bearings, belts, burners, heat exchangers, gas valve and pressure regulator, checking gas pressure to the burner to make sure it meets manufacturer's recommendation.

- Oil-fired equipment beginning at the point where the return air enters the furnace including air filters and ending at the point here the hot air leaves the discharge plenum after the A/C evaporator coil. All flow switches and safeties; electrical controls and thermostats, blower motor, inducer motors and blower wheels, bearings belts, burners, heat exchangers, gas valve and pressure regulator, checking gas pressure to the burner to make sure it meets manufacturer's recommendation, piping, fuel control delivery systems, etc. It shall include replacement of the oil filter, and also checking and making sure that the burner, electrodes, transformer, cables, and ignition are all operating properly. Replace fuel oil nozzles in all equipment at the start of the season.
- Gas-fired equipment begins at and includes the main gas valve on the supply line, gas line, pilot, and ignition. It includes air filters where applicable, all flow switches and safeties; electrical controls and thermostats, blower motors and wheels, belts, burners, heat exchangers, gas valve and pressure regulator, checking gas pressure to the burner to make sure it meets manufacturer's recommendations.
- Programmers, fire-eye controls, and boiler operating controllers.
- All indicating instruments including, by way of illustration and not limitation, pressure and temperature measuring instruments.
- Thermal insulation of refrigerant piping and refrigerated equipment.
- Supply air fans.
- Return air fans.
- Exhaust air fans, motors and belts.
- Manual motor starters.
- Magnetic starters.
- Cooling coils.
- Water strainers.
- Unit heaters.
- Unit ventilators.
- Fan coil units.
- Heat pumps.
- All other parts, components or equipment not specifically excluded in this specification.

FORMS REQUIRED TO BE PRODUCED BY CONTRACTOR

During the first six (6) months of the contract terms, the Contractor shall complete the following forms, or their equivalent (subject to the approval of the County), for every facility covered by the contract and submit the completed forms to the County project officer. The Contractor shall update the forms as required during the contract term.

FORM 1- INVENTORY OF EQUIPMENT

EQUIPMENT MAINTENANCE

(One per building)

Date of initial operation _____

QUANTITY COMPONENT MANUFACTURER SERIAL & MODEL No. BOILER OR MOTOR H.P.

FORM 2- FILTER TYPE AND REPLACEMENT SCHEDULE

AIR FILTER MAINTENANCE

(One per building)

EQUIPMENT TYPES OF FILTERS MEDIA OR FILTER REPLACEMENT INTERVALS

FORM 3- INVENTORY OF TEMPERATURE CONTROL SYSTEMS

TEMPERATURE CONTROL SYSTEM

(One per building)

Manufacturer control system _____

Description of the system _____

Major components _____

Remarks and/or exceptions _____

SCHEDULE B

GENERAL EQUIPMENT PREVENTIVE MAINTENANCE GUIDELINES

The frequency of inspection and maintenance checks given hereinafter is a guide only. Cleaning, dismantling, and general reconditioning periods are the minimum recommended. Since operating conditions such as frequency, duration, type of media handled, environmental atmosphere, as well as age and wear on unit, all contribute to the necessary frequency of a maintenance check, only County operating and maintenance personnel (using the equipment and replacement history) are qualified to set a reasonable and workable schedule. Scheduled downtime and seasonal use also dictate periods or preventive maintenance. Furthermore, this list is not all inclusive or services to be performed or frequency required, however, any deviations from the listed guidelines require the advance approval of the County Project Officer.

Belts in all equipment shall be replaced as needed or one (1) year from date of the last replacement, whichever is lesser. Belts shall be dated with a white or silver colored permanent marker in a visible location. The Contractor shall provide to the County documentation of the seasonal change over in the form of a seasonal change over matrix. The Contractor shall also submit a building schedule for each seasonal changeover in accordance with requirements outlined in Section 9. "SEASONAL WORK". Scope of Work and call the building operation supervisors for County inspection of each boiler and heat exchanger after opening and cleaning and before closing the equipment. The updated copy of the matrix shall be provided by the Contractor upon request by the County.

The Contractor shall also provide upon County's request a picture documentation of all seasonal serving of heat exchangers, boilers, chillers, cooling towers, air handler units and any other equipment.

The County reserves the right to require additional quality assurance if it deems it necessary.

I. PREVENTIVE MAINTENANCE SERVICE (WATER TREATMENT)

Quality Assurance:

The Contractor shall provide the following quality assurance measures:

1. Technical Services: Provide the water treatment services to include, but not limited to, direct flushing, cleaning, pre-treatment, training, debugging, and acceptance testing operations; directing and performing chemical limit control during the contract period.
2. Field Quality Control and Certified Laboratory Reports: In addition to field tests, the Contractor, at the County's request, shall perform comprehensive laboratory tests and provide certified laboratory tests reports. Such services will be reimbursed at Contractor's cost if the need for testing is not caused by the Contractor's actions. If the need arises because of Contractor's actions, such test shall be performed at no cost to the County. These monitoring reports shall assess chemical treatment accuracy, scale formation, fouling and corrosion control, and shall contain instructions for the correction of any out-of-control condition.
3. Chemicals: Chemicals shall be non-toxic and environmentally friendly, and shall follow all applicable federal, state, and local requirements and regulations, including but not limited to, the Environmental Protection Agency (EPA) requirements.
4. Occupational Safety and Health Administration (OSHA) requirements: Throughout the contract term, the Contractor shall ensure all County's equipment included under this contract meets

OSHA guidelines for secondary spill containment and the coupon rack provides periodic analysis of the corrosion rates occurring in all systems. Any identified (and corrected) problems shall be reported to the County by the Contractor immediately.

Execution:

The Contractor shall provide the following services-

1. Utilize all treatment products and parameters indicated in the Treatment Program section below.
2. Inspect all feeding and control equipment on all systems.
3. Collect and analyze all water samples from all water systems.
4. Provide system checks and review programs, complete with written service reports. A logbook shall be maintained at each site in accordance with the Preventive Maintenance Documentation section above and a PDF copy of the inspection results emailed to the County monthly before the 15th of the following month.
5. Report abnormal operating conditions.
6. Refer to the following for specific system services provided"
 - a. Open Water Loop Systems (condenser water):
 - I. Provide, apply, and monitor the effects of the necessary chemicals to ensure scale and corrosion in the chilled water system is eliminated. Refer to the Treatment Program Outline Section for chemicals and specific parameters.
 - II. Provide, apply and monitor the effects of the necessary chemicals to control algae and slime growth in the cooling tower and condenser. Refer to the Treatment Program Outline Section for chemicals and specific parameters.
 - III. Provide service visits per frequencies indicated in Schedule B to perform at the minimum all listed tasks to check equipment, replenish chemicals to set feed/bleed, and analyze water.
 - IV. During the operating season there is an indication of a slime of scale deposit in the condenser, the Contractor shall chemically clean the condenser at no additional cost.
 - b. Closed Water Loop Systems (chilled and heating water):
 - I. Provide, apply and monitor the effects of the necessary chemicals to ensure scale and corrosion in the closed systems is eliminated. Refer to the Treatment Program Outline Section for chemicals and specific parameters.
 - II. Provide service visits per requirements and frequencies indicated in Schedule B to monitor treatment of these systems.
 - III. The County shall notify the Contractor when a closed loop is to be drained down for any work other than that performed by the Contractor.

Water Treatment Program Outline:

The Contractor shall ensure that all work performed, and products used under this Agreement are in accordance with all applicable regulations and standards.

1. Open Water Loop Systems (condenser water)
 - a. Scale and corrosion control:
 - I. All products used shall incorporate an organic corrosion inhibitor and azole for superior corrosion protection. This product incorporates an advanced phosphonate for control of calcium, phosphate and iron impurities. It provides superior scale and corrosion protection where higher cycles are required without the use of acid.
 - II. All products used for the new cooling towers shall be designed to provide pH control for prevention of white rust on new galvanized cooling towers. The products shall contain Hydroxyethylidene Diphosphoric Acid (HEDP), molybdate, azole, polymer, and copolymer for complete scale and corrosion protection.
 - b. Microbiological Control:
 - I. All products used shall be 1.5% active solution of an isothiazolone microbiocide extremely effective at concentrations down to 1.0 parts per million. The products shall be active at controlling algae, slime forming bacteria and fungi normally encountered in commercial and industrial cooling water systems. Also effective across a pH range of 6.0-12. It shall be non-surface active and will not cause foam. A "contact time" of 4-6 hours is recommended for an effective kill.
 - II. All products used shall be (THPS) Tetrakis Hydroxymethyl, Phosphonium Sulfate based broad spectrum microbiocide. The products shall be very effective against sulfate-reducing bacteria. This product is not compatible with oxidizing biocides.
2. Closed Water Loop Systems (Chilled and Heating Water)
 - a. Corrosion Control: All products used shall be designed to provide superior corrosion control in hot and chilled closed systems. Products shall incorporate a synergistic blend of molybdate, nitrate, azole, iron polymer along with a borate buffer. The products shall be compatible with glycol.
3. Parameters: The Contractor shall maintain all systems free of scale, corrosion, and fouling (biological growth). At all times throughout the duration of this contract, the Contractor is responsible for verifying and confirming that the limit, range and testing needed for each equipment covered by the contract is in accordance with the below specifications. The Contractor should immediately report (to include any recommendations) to the County project officer if any equipment under this contract does not fall within limit, range and/or testing requirements as stated in the tables below:

Open Water Loop Systems (condenser water)

LIMIT	RANGE	TEST
Conductivity	1000-1500 umhos	Conductivity Meter
Chlorides	100-150 PPM	Drop Test
Calcium Hardness	800 max	Drop Test
Inhibitor	0.5-1.4	MO Colorimeter
pH	7.5-10.5	pH Meter

Closed Water Loop Systems (chilled and heating water)

LIMIT	RANGE	TEST
Conductivity	5000 umhos max	Conductivity Meter
pH	7.5-10.5	pH Meter
Sodium Nitrate	800-1500 PPM	Drop Test
LG-62	20-30 PPM	Moly Drop Test

LOCATION SCHEDULE:

Below is the schedule of service for water treatment equipment included in this solicitation:

BUILDING NAME	ADDRESS	EQUIPMENT	FREQUENCY	REMARKS	ADDITIONAL REMARKS
ARLINGTON ART CENTER	3550 WILSON BLVD.	HVAC/BOILER	EVERY MONTH	N/A	AIR COOLED CHILLER
ARLINGTON MILL COMMUNITY CENTER	909 S. DINWIDDIE STREET	HVAC/BOILER	EVERY MONTH	ADD COOLING TOWER	N/A
AURORA HILLS CENTER	735 S. 18TH STREET	HVAC/BOILER	EVERY MONTH	ADD COOLING TOWER	N/A
ART LIGHT & MAINTENANCE	2900 S. EADS STREET	BOILERS	EVERY MONTH	N/A	N/A
CARLYN HALL	5711 S. 4TH STREET	BOILERS	EVERY MONTH	N/A	N/A
CENTRAL LIBRARY	1015 N. QUINCY STREET	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
COMMUNITY RESIDENCES	1212 S. IRVING STREET	HVAC	EVERY MONTH	GEO THERMAL LOOP	COMING UP
COURT SQUARE WEST	1400 N. UHLE STREET	HVAC/BOILERS	EVERY MONTH	TWO PIPES SYSTEM	ADD COOLING TOWER
COURT POLICE	1425 N. COURT HOUSE ROAD	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
DETENTION CENTER	1435 N. COURT HOUSE ROAD	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
DEPARTMENT OF PARKS & RECREATION	2700 S. TAYLOR STREET	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
FAIRLINGTON COMMUNITY CENTER	3308 S. STAFFORD STREET	BOILERS	EVERY MONTH	N/A	N/A
FIRE STATION #3	4100 OLD DOMINION DRIVE	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
FIRE STATION #4	3121 N. 10TH STREET	HVAC/BOILERS	EVERY MONTH	TWO PIPES SYSTEM	AIR COOLED CHILLER
FIRE STATION #5	1750 S. HAYES STREET	BOILERS	EVERY MONTH	N/A	N/A
FORT CF SMITH	2411 N. 24TH STREET	BOILERS	EVERY MONTH	N/A	N/A
GULF BRANCH	3608 N. MILLITARY ROAD	BOILERS	EVERY MONTH	N/A	N/A
LUBBER RUN	300 N. PARK DRIVE	HVAC	EVERY MONTH	GEO THERMAL LOOP	N/A
MADISON CENTER	3829 N. STAFFORD STREET	BOILERS	EVERY MONTH	N/A	N/A
RESIDENTIAL PROGRAM CENTER	1554 COLUMBIA PIKE	HVAC/ BOILERS	EVERY MONTH	TWO PIPES SYSTEM	AIR COOLED CHILLER
SHIRLINGTON LIBRARY/THEATER	4200 CAMPBELL AVENUE	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
SOLID WASTE/TRAFFIC DIVISION	4300 SOUTH 29TH STREET	HVAC/ BOILERS	EVERY MONTH	ADD COOLING TOWER	N/A
SULLIVAN HOUSE	3103 N. 9TH ROAD	BOILERS	EVERY MONTH	N/A	N/A
THOMAS BUILDING	2020 14TH STREET	HVAC/BOILERS	EVERY MONTH	TWO PIPES SYSTEM	ADD COOLING TOWER
WALTER REED COMMUNITY CENTER	2909 S. 16TH STREET	HVAC/BOILERS	EVERY MONTH	N/A	AIR COOLED CHILLER
WATER/SEWER/STREET	4200 S. 28TH STREET	BOILERS	EVERY MONTH	N/A	N/A
WETA BUILDING	3700 S. FOUR MILE RUN	BOILERS	EVERY MONTH	N/A	N/A

PREVENTIVE MAINTENANCE SERVICES (MECHANICAL)

Off-season cleaning and seasonal start-up - The Contractor shall perform and complete all off-season cleaning no later than March 15 (for heating to cooling) and September 15 (for cooling to heating) of each contract year, as specified by the County Project Officer. The Contractor shall submit to the County Project Manager a final completed copy of the seasonal change over matrix on March 15 (for heating to cooling) and September 15 (for cooling to heating).

1. COMPRESSORS (Air)

Compressors in this section are reciprocating and/or rotary units with electric-motor driver.

Quarterly

Report any problems found during preventive maintenance to the County Project Officer.

- a. Blow-down receiver.
- b. Check outlet air pressure, and pressure regulator and adjust as needed.
- c. Blow-down moisture separator.
- d. Check crankcase oil level and add oil if needed.
- e. Check tank pressure check stop-start control operation.
- f. Check head pressure relief valve for leaking and proper operation.
- g. Check unit for noises of vibration.
- h. Check compressor and motor bearings for bouse and proper lubrication.
- i. Check and clean intake filter.
- j. Lubricate motor.
- k. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.
- l. Check belt tension, adjust as needed or replace. All replacement belts shall be dated in a visible location.

Yearly

Report any problems found during preventive maintenance to the County Project Officer.

- a. Check compressor for possible compression problems or air leaks.
- b. Check and clean air cooler condenser coil, fan blades and cabinet.
- c. Change crankcase oil.
- d. Clean motor air cooling passages.

2. CONTROL SYSTEMS

Control systems vary from a simple self-contained control valve to the most automatic computer-controlled monitoring systems and a schedule for maintenance is impossible to outline. The system may be pneumatic, electric, or electronic, and the complexity determines the service required.

All control systems shall be reviewed, inspected, and calibrated to properly execute a seasonal changeover (twice per year) by testing and cycling of all equipment as an individual control loop and/or

as a system after it has been serviced, adjusted, or calibrated to assure that the system operates properly.

Diaphragm valves and actuators, along with simple pneumatic controllers including thermostats, shall be serviced, calibrated, and adjusted as needed. However, since control systems are such a specialized field, trained control servicemen are required to provide the services under the contract. When necessary, coordinate with the County's facilities maintenance office to have system operation adjusted necessary for proper preventive maintenance. Call 703.228.0766 for buildings with DDC systems and speak with the Building Automated Systems control operator on duty.

3. COOLING FACILITIES (Air conditioning and refrigeration)

This section includes split, packaged self-contained units to large built-up chilled water units and their related components.

Air conditioning (refrigeration systems)

Quarterly

Report any problems found during preventive maintenance to the County Project Officer.

- a. Check the general operation conditions, system pressures or superheat, refrigerant sight glass, amperage of motors check condition of wiring etc. and record.
- b. Check and record compressor oil level. If the level remains low, contact the County Project Officer before adding oil. Use oil per manufacturer's recommendation.
- c. Observe and record oil pressure when available. The oil pressure gauge reading should be 20 to 35 psi above crankcase pressure gauge reading.
- d. Check the condition of all associated system air filters and air handling equipment and replace filters as per section (Air Handling Units) below.
- e. Lubricate fan and motor bearings, if applicable.
- f. Check belt tension and alignment, adjust or replace as needed. This includes heat wheel belts. All replacement belts shall be dated in a visible location.
- g. Check all sheaves and couplings, tighten if loose, check alignment and wear.
- h. Check condition of condensing equipment. Air cooled: observe condition of condenser coil; clean as necessary for energy efficient operation. Water cooled: check cooling tower water; clean tower sump strainer screen and check operation of cooling tower floats and blowdown.
- i. Inspect all equipment for excessive noise and vibration and adjust or repair to correct.
- j. Take amperage reading of motors and compressors and record in work ticket for each piece of equipment.
- k. Check refrigerant pressures or superheat and refrigerant charge.
- l. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.

Seasonal Shut-down Services

Pump down system and valve-off the bulk of the refrigerant charge in the condenser to minimize refrigerant loss through seals.

a. Hermetic Compressor Pump-down

Close the liquid line shutoff valve of the condenser and run until the compressor stops on low suction pressure. Disengage compressor disconnect switch and front-seat the compressor discharge and suction valves.

NOTE: Do not allow compressor to pump the suction side to a vacuum. A slight positive pressure prevents air from being drawn into the system through seals. Close supply and return water connections of water-cooled condenser. Allow condenser to remain full of water and if subjected to freezing temperatures, fill with antifreeze solution. Drain cooling tower or evaporate condenser and lock system master disconnect in open position.

Seasonal Start-up

After cleaning the tower, perform all annual maintenance of seasonal start-up as itemized. Fill sump of cooling tower, or evaporate condenser as required. Open shut-off valves of water-cooled condenser. Check liquid line solenoid valves and automatic control. Open liquid line shut-off valve. Back-seat compressor suction and discharge valves. Start system. After 15 to 20 minutes, check refrigerant charge/superheat and compressor oil level sight glass. If satisfactory, readjust the system temperature controller to the proper temperature setting in conjunction with Section 2, Control Systems. Record and report within one week in writing all readings or any problems to the County Project Officer.

Fan Coil Units:

Annual: Check and clean condensate pans. Bleed the system at the lowest point. Verify and record condition of coil by performing coil cleaning.

Air Handling Units

This may be part of a package unit of a built-up unit consisting of fan, plenum, coils, humidifier, sprays, eliminators, filters, louvres, and controls. Those units needing preventive maintenance are covered as individual items.

- a. Note: All filters where tracks are available shall be the 3M-link type with non-migrating trackifier for one- and two-inch filter. Where an individual filter is to be used, the pleated type of filter shall be used. Where bag filters are required a non-moisture absorbency type shall be used with a minimum of 45% efficiency, when new. The filters are to be installed with no gaps between filter and no spacer is acceptable. Box filters shall be used in the Courts Police Building with the same requirement as outlined for bag-type filters.
- b. Replacement schedule of filters shall be as follows unless indicated in the exceptions below:

Bag and box filters: within a minimum of one (1) year of the last replacement, or sooner if necessary. Link filters- within three (3) months, or sooner if necessary. Pleated filters- monthly, no exceptions unless where indicated in this solicitation. All filters shall be clearly dated with the date of replacement.

The Contractor's failure to adhere to this filter replacement time schedule will result in a deduction from the monthly contract price for that facility pro-rated on a percentage of days that month the Contractor was in violation.

Exceptions: Filter replacement for the RTU's at Walter Reed Community Center shall be as follows:

- 4" box filters in front of cooling coil shall be replaced two (2) times per year. Some units may require annual replacement of filters, as specified by the project officer.
 - 4" box filters on economizer shall be changed monthly.
 - 2" pleated filters shall be changed monthly.
 - 4" box filters in front of cooling coil shall be replaced once (1) time per year. Some units may require semi-annual replacement of filters, as specified by the project officer.
- c. Replacement of only some of the filters in one unit is not acceptable. All filters are to be replaced at the same time.

Quarterly

- a. Replace filters following the above schedule.
- b. Feel fan and motor bearing housings for excessive heat.
- c. Check for vibration and unusual noise and adjust or repair to correct.
- d. Lubricate fan and motor.
- e. Check belt tension and adjust or replace as necessary. All replacement belts shall be dated in a visible location.
- f. Check end play (set collars or thrust bearing).
- g. Check and record motor amperage.
- h. Check coupling alignment.
- i. Check bearing play.
- j. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.

Water and air-cooled chillers

Quarterly

Report any problems found during preventive maintenance to the County project officer.

- a. Check and record condenser pressure.
- b. Check and record evaporator pressure and temperature.
- c. Check and record water temperature in and out of evaporator and condenser.
- d. Check and record oil temperature and level in compressor.
- e. Check and record refrigerant charge. Report conditions outside of manufacturers specifications to the project officer.
- f. Check for crankcase sweating.
- g. Check compressor bearings for heat and noise (if applicable).
- h. Check purge unit, if applicable.
- i. Check controls and wiring for burned connections and insulation.
- j. Visually check for oil leaks and oil level.

- k. Check and record amperage.
- l. Check for unusual knocks or noise.
- m. Check CFC's containment equipment for proper operation.
- n. Check crankcase heater operation.
- o. Check condenser coils and clean as needed.
- p. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.

Yearly

- a. Rain condenser and punch tubes.
- b. Check oil heater during shutdown and place into operation.
- c. Change compressor oil.
- d. Clean and examine purge unit.
- e. Check for leaks.
- f. Clean motor frame, particularly air passages.
- g. Verify and record by test all safeties and controls associated with the unit.
- h. Do oil analysis test of compressors 5 tons and larger and provide test reports no later than one month after the test.
- i. Clean condenser coil on all air-cooled chillers.

4. COOLING TOWERS & EVAPORATIVE CONDENSERS

Annual (12-month seasonal operation).

Report any problems found during preventive maintenance to the County Project Officer.

- a. Check water level in sump.
- b. Check makeup valve and adjust the supply valve mechanism as needed.
- c. Check temperature leaving tower with suitable tool other than the gauge on the equipment and number of fans operating, thoroughly check any abnormality.
- d. Check spray nozzles and clean as needed.
- e. Check sump heaters, if so equipped and make sure that are working during winter operation.
- f. Lubricate fan and motor bearings and gearbox, if so equipped.
- g. Check belt tension, adjust as needed, or replace. All belt replacements shall be dated in a visible location.
- h. Feel for unusual vibration.
- i. Clean sump strainer as needed.
- j. Inspect cooling tower basin for leaks.
- k. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.

Semi-annually (12-month operation)

- a. Drain and clean sump and strainer.

- b. Clean nozzles and bolts.
- c. Inspect fill; recommend if replacement is needed for efficient operation of the equipment.
- d. Clean and adjust fans and drives.
- e. Tighten all nuts and bolts.

Annual (12-month operation)

- a. Flush pumps and cooling tower sump. Remove dirt, rust and/or corrosion, clean screens. Remove rust from tower sump, walls, distribution box and other tower component and paint with the manufacturer recommended paint.
- b. Clean nozzles and headers.
- c. Inspect fill; recommend if replacement is needed for efficient operation of the equipment.
- d. Clean and adjust fans and drives.
- e. Drain and clean strainers in condenser lines.

Seasonal Shutdown (seasonal operation)

- a. Flush pumps and clean cooling tower sump. Remove dirt, rust and/or corrosion, clean screens. Remove rust from tower sump, walls, distribution box and other tower component and paint with the manufacturer recommended paint.
- b. Clean nozzles and headers.
- c. Inspect fill; recommend if replacement is needed for efficient operation of the equipment.
- d. Clean and adjust fans and drives.
- e. Drain and clean strainers in condenser lines.

Season Start-up (seasonal operation)

- a. Flush tower of all debris and fill tower sump.
- b. Check belt tension, adjust as needed or replace. All belt replacements shall be dated in a visible location.
- c. Lubricate fan and motor bearings and gearbox, if so equipped.
- d. Check condenser pump and lubricate. Check for loose couplings, vibrations, and any unusual noise.
- e. Run condenser pump and check tower operation.
- f. Check fans and pump motors and repair as necessary clean nozzles and headers.
- g. Check make-up water valves and controls for proper operation.
- h. Report any problems to the County project officer.

5. HUMIDIFIERS

Package, self-contained units.

Annually

- a. Clean all components, including the elements, paint as required to maintain efficient operation of the equipment.
- b. Lubricate motor.

- c. Check electrical control and power supply wires.
- d. Check drain; clean and flush tank or reservoir.
- e. Check steam and water supply hoses and connection.
- f. Check condition of tank and drain if so equipped.
- g. Replace canisters once and year and date.

6. DUCTS (Air)

The Contractor shall perform monthly visual inspections and identify to County project officer any problems with the air distribution systems that they uncover as they perform preventive or corrective maintenance through the County facilities. This will include damaged air ducts, air leaks, loose insulation, disconnected ducts, torn flexible ducts, loose or missing hangers, dirty diffusers, etc.

7. FANS, EXHAUST

Exhaust fans are package units, roof and wall exhausters and the like. Large fans set in plenums or ducted for exhaust are to be treated as fans.

Annually

Report any problems found during preventive maintenance to the County project officer.

- a. Check louver operation and screen openings.
- b. Check belt tension adjust and replace as needed. All belt replacements shall be dated in a visible location.
- c. Check for excessive noise.
- d. Check for accumulation of lint and dirt. Clean as required to maintain efficient operation of the equipment.
- e. Clean and lubricate fan and motor.
- f. Check enclosure (especially outdoor housings). Report any problem to the County project officer to repair or replace as needed.
- g. Check control panel, control devices, and safeties within equipment for loose connections, wire overheating, corrosion, burnt-out contacts or evidence of component failure.

8. FANS, SUPPLY and RETURN (AHU'S)

Annually

- a. Check fan and motor bearing housings for excessive heat and play.
- b. Grease or lubricate.
- c. Check for vibration and unusual noise and adjust or repair to correct.
- d. Record lubrication of fan and motor.
- e. Check belt for wear and proper tension, adjust, replace as needed. All replacement belts shall be dated in a visible location.
- f. Check end-play (set collars or thrust bearing).
- g. Check motor amperage and record reading. Identify any abnormalities.
- h. Clean fan wheel, blades and casing of dirt and other foreign matters to prevent accumulation and unbalanced operation.

- i. Check fan for out of round or indication of being out of balance.
- j. Check drives sheaves and set screws or other fasteners.
- k. Clean motor housing and air vent opening in casing for proper cooling.
- l. Replace filters.

9. FILTERS (Throw-away)

Annually

- a. Check to see that dust is not leaking through joints.
- b. Check static pressure drop across filters (large air handling units), where applicable. Record the readings for the Box and bag type filters and 3-M link type filters.

Yearly

- a. Check filter frame or rack, clean and record if repair is required to maintain efficient operation of the equipment.
- b. At the end of each season, replace filters, unless just recently replaced. Record service or status of filter.

10. HEAT EXCHANGERS (Liquid to liquid or Steam to liquid) Includes shell and tube or plate type. The Contractor shall provide a photographic report of all heat exchangers as a part of the seasonal change over report.

Monthly

- a. Check and record leaving and entering temperatures, trap discharge and pressure where applicable, with suitable tools other than the gauges on the equipment.
- b. Adjust control valve and/or control sensor, if necessary.
- c. Blowdown heat exchanger and check for leaks.

Yearly

- a. Open tube bundle or separate plates and clean tubes and shell or plates, inspect for corrosion. Replace gaskets and repair tube or plates as required.
- b. Clean trap and check operation.
- c. Check insulation; repair as required to maintain efficient operation of the equipment.

11. HEATING FACILITIES

The heating facilities can range from a small package self-contained warm air furnace, steam or hot water boiler supplying heat to an area or building, a large central HVAC unit with a distribution system supplying heat to the building or just a heat pump.

All hot water or steam generating units shall be visually checked for any abnormalities in operation monthly while in season.

The heating facility may include any of the following:

- a. Air Handling Units

An air handling unit may be a simple fan and enclosure as fan coils or a large built-up unit with fan, electric heat coils, louvers, filters, water or steam coils, humidifiers, dehumidifiers, sprays, plenums, sumps, and drains.

b. Heating and ventilating units

Annually

- a. Check control (fan, coil, burner pilot and electronic ignition system, gas valves, and any other component).
- b. Lubricate fan and motor.
- c. Clean coils and or burner on wall or ceiling hung forced gas air heaters, hot water and electric. Check for cracked or corroded heat exchanger.
- d. Clean louvers and screens.
- e. Clean coils in fan coil units or convector from any dirt not collected by filters.

c. Infrared Heaters

Annually

- a. Seasonal start-up: Clean the burner face of ceramic tile and venturi inlet with low pressure air.
- b. Adjust electrode gap and position at pilot. Check pilot solenoid valve.
- c. Replace filter.
- d. Check and record discharge temperature of trap to identify if it is dumping properly and that there is no blow through.
- e. Vacuum burners and clean heat exchangers, check for cracks and rust.
- f. Check flue pipes.
- g. Check burners, adjust gas valve and burners, clean pilot.
- h. Clean blower wheel if needed.
- i. Oil and lubricate motor, check motor mounts.

d. Unit Heaters (Gas, Electric or Oil Fired)

Annually

- a. Clean and inspect combustion chamber and burners and/or casing in direct fired units for cracks, rust, and pin holes.
- b. Vacuum burners and clean heat exchangers.
- c. Check flue pipes, crock and chimney for corrosion and cracks for possible leaks of combustion gases.
- d. Check burners and gas valve and adjust to specifications, clean pilot, and adjust flame for proper combustion.
- e. Clean blower wheel if dirty or out of balance.
- f. Oil and lubricate motor, check for noise and vibration.
- g. Check safety controls on burner, thermostat, and operation.
- h. Adjust primary air mixture and check for proper secondary air supply to unit.
- i. Check all electric elements, sequencers, limit controls, etc.

e. Heat Pump Units

Perform and record a complete seasonal service, inspection, and test. The service shall consist of: cleaning the condenser coil and associated air handling unit (AHU) coil, as needed for proper and energy efficient operation; replacing the AHU filters; checking the refrigerant charge and adjusting; lubricating the heat pump unit fans and or AHU fan motor, as required; checking wiring for burned or loose wires; checking amperage and capacitors. Check electric elements sequencers, limit switches, calibrate thermostats, check heater elements for proper operation.

The inspection and test shall also include the following:

- a. Observation of excessive noise and vibration for both the heat pump unit and AHU.
- b. Transfer of the unit from the previous seasonal control mode (Note: If the system has already been manually switched over, shut unit down, perform service requirements and proceed to inspect and test by starting-up the system).
- c. Verification that the complete system is in operation and functioning correctly, including the AHU and electric heaters.
- d. Lubricate all associated equipment, e.g., fans and motors.
- e. Measure the compressor suction and discharge pressures or super heat.
- f. Confirm that unit has the proper refrigerant charge and adjust as needed.
- g. Measure the compressor amperage at load.
- h. Check capacitors for proper operation.
- i. Verify proper cycling of the reversing valve and defrost cycle (this includes verifying the defrost timer motor or board and defrost thermostat are functioning properly and auxiliary heaters are working properly).
- j. Verify the entire system control is satisfactory.

f. Boilers

Preventive and Routine Maintenance- During the heating season (October 15th through April 15th) the Contractor shall perform preventive and routine maintenance on the listed equipment monthly, with call-back repairs to be made as required to bring the equipment back online and maintain its operation.

Preventive maintenance shall be performed monthly and at a minimum shall include:

- a. High and low water cut-out safety check- open boiler, drain valve and lower boiler water level to check safety and make-up water level, check expansion tank for excess water and adjust as needed, check water make-up valve or controls are working properly, check condensate tanks and controls for proper operation, check pressure gauge for proper operation.
- b. Clean water gauge glass and peep glass for burners, replace as needed.
- c. Assure proper setting and operation of pressure temperature controls, by checking operation of high limit controller and manual reset operation.
- d. Assure proper operation of combustion system and check all safeties and air proving switches.
- e. Check low and high has pressure switch, check equipment for evidence of under or over fire and correct. Check all cover for loose or missing screws, bolts, and nuts. Secure as

needed. **NOTE: Boiler must be inspected by Facilities Maintenance Bureau Supervisor before closing the boiler after performing the above maintenance.**

- f. Assure programming control works:
 - i. Oil Burner (bi-monthly while in season)
 - Perform cleaning of burner nozzle and strainer.
 - Check CO2 levels and provide print out to the County project officer, replace filter, adjust burner for maximum efficiency and make any adjustments as needed.
 - Perform test with flue gas analyzer and provide print-out to the County project officer.
 - ii. Gas Burner (monthly while in season):
 - Gas pilot adjustment if necessary. Check for evidence of improper gas pressure delivery to burner.
 - Inspect damper motor and auxiliary switches.
 - Inspect air damper adjustment. Check screens for dirt buildup.
 - Inspect all safety devices.
 - Inspect all related piping.
 - Perform combustion efficiency test.
 - g. Submit a written report of the inspection with all ambient conditions to the County project officer. Dates for these inspections shall be provided in the Preventive Maintenance schedule.
2. The Contractor shall perform seasonal cleaning services and start-up procedures including cleaning of tubes, smoke hood, tube sheet and other parts of the boiler. All defective seals and gaskets shall be replaced. The Contractor shall repair any damages to refractory and apply one coat of approved manufacturer paint or sealant, perform safety relief valve check and check test controls according to Virginia State Code, and perform an efficiency performance test. If the efficiency test indicates the boiler is not performing at its rated efficiency, make the necessary adjustments to achieve or exceed the manufacturers rated efficiency. If the equipment age or other factors prevent achievement of high efficiency without unusual repairs, state the reasons on the Work ticket and notify the County project officer at the next monthly progress meeting. Compile efficiency test results into a spreadsheet for all boilers under this contract and submit this spreadsheet to the County project officer. After completion of the cleaning the Contractor shall not close the boiler until the County project officer has completed his inspection. The Contractor shall have all boilers ready for inspection by September 1st of each contract year. Upon notification by the Contractor, the County will inspect the boilers and provide comments to the Contractor within 14 calendar days. The Contractor also shall:
- a) Check the condition of mainstream valve, lubricate valve stem, and operate the valve.
 - b) Open and clean low/high water float control assembly and set levels for proper condensation and “city” water make up. Set pressure regulator to correct pressure.

- c) Check for proper operations of the condensate pumps, clean tank, check all associated piping, pumps and seals and return water temperature, clean sight glass and replace if necessary.
- d) Clean and blow down sight glass, open hand hole on water side, inspect, clean and flush water side. Report any work needed before start-up.
- e) Remove and clean burner eye and flame sensing device. Check operations to make sure boiler turns on and off.
- f) Remove and clean assembly and diffuser. Replace burner nozzle and adjust electrodes for proper firing condition.
- g) Adjust and lubricate all dampers and burner linkage.
- h) Check operation of low and high gas pressure safety switch.
- i) Start boiler up and valve over building for season. Check return and supply for proper operating condition. Check all radiators and convactor for proper heat delivery to each, check the expansion tank for proper operation, if adjustment to the expansion tank water level is needed then the make-up water pressure regulating valve are checked, adjusted, or replace if necessary. This shall be completed prior to September 1st.
- j) Prepare a report addressing the results of the efficiency performance test, and the need for any repair or replacement of deficient safety controls for each boiler. This shall be provided to the County project officer no later than September 15th, with a quote for repairs, if required.

All boilers shall be fired, and the complete system tested before September 15th (or the date specified by the County project officer), to make sure that all system components are working properly.

The boilers in the below County facilities under this contract are in operation 12 months per year:

****Please reference Schedule B for preventive maintenance frequency and maintenance requirements.**

- a) Arlington Arts Center
- b) Central Library
- c) Courts/Police Facility
- d) Residential Program Center
- e) Fort CF Smith (boilers need to stay online as the provide domestic hot water).
- f) Fire Station No. 3

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

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

AGREEMENT NO. 23-DES-ITB-523

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

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter
"Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 23-DES-ITB-523.

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 HVAC maintenance, repair and installation 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 _____, 20____ and must be completed no later than _____2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 2024 to _____, 2028 (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. 23-DES-ITB-523 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

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

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

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

7. PAYMENT TERMS

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

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. DELIVERY

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

14. WARRANTY

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

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

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

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

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

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

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

16. DAMAGE TO PROPERTY

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

17. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus

material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

18. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

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

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

19. OSHA REQUIREMENTS

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

20. HAZARDOUS MATERIALS

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

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

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

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover

letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

22. 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. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

24. 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.

25. 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.

26. 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.

27. 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.

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, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. FORCE MAJEURE

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

41. 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.

42. 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.

43. 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.

44. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers

- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

45. AUDIT

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

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

46. 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.

47. AMENDMENTS

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

48. 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.

49. 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

50. 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.

51. ARBITRATION

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

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

, Project Officer

AND

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

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

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

61. ARLINGTON COUNTY BUSINESS LICENSES

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

62. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

63. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding “Service Contract Wage” or “Living Wage”) apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County’s web site.

The Contractor shall submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Attachment ____);
2. Within five days of an employee’s request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment ____;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment ____).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

64. INSURANCE REQUIREMENTS

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

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

g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

65. 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.

66. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

67. 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. 23-DES-ITB-523

B I D F O R M

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

BIDS WILL BE OPENED AT 1:00 P.M., ON MARCH 22, 2023

FOR PROVIDING HVAC MAINTENANCE, REPAIR AND INSTALLATION 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 q

LIMITED PARTNERSHIP q

GENERAL PARTNERSHIP q

UNINCORPORATED ASSOCIATION q

LIMITED LIABILITY COMPANY q

SOLE PROPRIETORSHIP q

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

YES q NO q

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.

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED 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.

BID SUBMITTAL INSTRUCTIONS:

*****Bidders shall list their prices on the attached Excel Spreadsheet, ATTACHMENT D - PRICE SHEET - HVAC SERVICES per Section I. INFORMATION FOR BIDDERS, Clause 26. METHOD OF AWARD of this solicitation.*****

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 an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

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

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

BIDDER NAME: _____

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past three (3) 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
MINIMUMS)**

LIMITS (FIGURES DENOTE

- 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.....\$1, Million CSL BI/PD each occurrence, \$ 2 Million annual aggregate
 - 7. Independent Contractors.....\$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
 - 8. Products Liability..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
 - 9. Completed Operations..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
 - 10. Contractual Liability (Must be shown on Certificate.... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
 - 11. Personal and Advertising Injury Liability.....\$1 million each offense, \$2 Million annual aggregate
 - 21. Moving and Rigging Floater.....Endorsement to CGL
 - 24. XCU Coverage.....Endorsement to CGL
- 5. Automobile Liability.....\$1 million CSL BI/PD each accident, Uninsured Motorist
 - 6. Owned/Hired/Non-Owned Vehicle.....\$1 million BI/PD each accident, Uninsured Motorist
 - 16. Motor Carrier Act (MCS-90) and CA9948 (or equivalent) Endorsements\$ 2 million BI/PD each accident, Uninsured Motorist
- 12. Umbrella/Excess Liability.....\$1 million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate for __ General Liability or __ Umbrella/Excess Liability (check coverage)
- 14. Professional Liability/ Errors and Omission (E&O)
 - a. Architects and Engineers.....\$1 million per occurrence/claim
 - b. Asbestos Removal Liability\$3 million per occurrence/claim
 - c. Medical Malpractice.....\$2.55 million per occurrence/claim or the statutory VA annual claim cap whichever is greater
- 15. Miscellaneous E&O.....\$1 million per occurrence/claim
- 17. Motor Cargo Insurance.....\$ _____ (to the total value of the goods being transported)
- 18. Garage Liability.....\$1 million Bodily Injury, Property Damage per occurrence
- 19. Garage Keepers Liability.....\$1Million Comprehensive, \$1 Million Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____ (maximum value of goods under Contractor's care)
- 22. Crime Liability/ Employee Dishonesty insurance or Dishonesty Bond.....\$ _____
(Maximum value of revenue or goods that can be taken at one time)
- 23. Builder's Risk.....\$ _____ (Provide Coverage in the full amount of contract)
- 25. USL&H.....Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors, and Omissions/Professional Liability and auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence or \$6 Million

Aggregate

___a. 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 add #16 from this checklist.

___31. **Cyber insurance with Technology E&O**..... **\$2 Million per occurrence**

___32. **OTHER INSURANCE REQUIRED:** _____

BIDDER'S STATEMENT:

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

BIDDERNAME: _____

AUTH. SIGNATURE: _____

EXHIBIT

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation _____ Final Evaluation _____

Scope of Work/Services Provided:

Contract Start Date: ____/____/____ Contract End Date: ____/____/____ Actual Completion Date: ____/____/____

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

Unacceptable Poor Satisfactory Excellent N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

Unacceptable Poor Satisfactory Excellent N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

Unacceptable Poor Satisfactory Excellent N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

Unacceptable Poor Satisfactory Excellent N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

Unacceptable Poor Satisfactory Excellent N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

Unacceptable Poor Satisfactory Excellent N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor's performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator's Signature: _____ Date: _____

Evaluator's (PJO) Printed Name _____ Evaluator's Title: _____

Contractor's signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END