

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

NOTICE OF AWARD OF CONTRACT

TO: MAGNOLIA PLUMBING, INC. 600 GALLATIN STREET NE WASHINGTON DC 20017	DATE ISSUED: FEBRUARY 14, 2014
	CURRENT REFERENCE NO: 723-13LW
	CONTRACT TITLE: DES – SPECIALIZED PLUMBING SERVICES
	PRIOR REFERENCE NO: N/A

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

Your firm is awarded the above referenced contract in accordance with your bid dated December 12, 2014. The contract term covered by this Notice of Award is effective **IMMEDIATELY** and expires on **MARCH 30, 2021**.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 723-13LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO CONTRACTOR'S BID FORM.
- 2) PRICING FIRM FOR CONTRACT TERM.

ATTACHMENTS:

- 1) CONTRACTOR'S BID FORM
- 2) SPECIFICATION EXCERPT 723-131LW
- 3) COG RIDER CLAUSE

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT: CHRISTIAN D. MAGNOLIA</u>	<u>VENDOR TEL. NO.:</u> 202-829-8510
<u>VENDOR EMAIL ADDRESS: chrism@magnolia-companies.com</u>	<u>VENDOR FAX. NO.:</u> 240-295-5826
<u>VENDOR PAYMENT TERMS: NET 30 DAYS</u>	
<u>COUNTY CONTACT: ALBERTO ABOSAID</u>	
<u>COUNTY EMAIL ADDRESS: aabosaid@arlingtonva.us</u>	<u>COUNTY TEL. NO.:</u> 703-228-7516

CONTRACT AUTHORIZATION

DISTRIBUTION:


WETTE GONZALEZ, CPPB
Procurement Officer

2/14/14
DATE

BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 723-13LW

B I D F O R M

Page 1 OF 10

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

BIDS WILL BE OPENED AT 2:30 P.M., ON DECEMBER 12, 2013

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

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

SECTION I:

PRICE FOR PREVENTATIVE MAINTENANCE, INSPECTION, TESTING AND OTHER TASK ITEMS LISTED ON SCHEDULE A (PAGE 23).

ANNUAL PRICE SHALL INCLUDE ALL COST FOR PERFORMANCE OF TASK INDICATED IN SCOPE OF SERVICES AND SCHEDULE B (PAGE 27).

#	LOCATION	ANNUAL PRICE PER LOCATION
1	ARLINGTON MILL	\$ 11,923.00
2	ARGUS HOUSE	\$ 1,008.00
3	ARLINGTON ARTS CENTER	\$ 1,560.00
4	CENTRAL LIBRARY	\$ 3,120.00
5	COURTS/POLICE	\$ 10,884.00
6	CRYSTAL CITY PEDESTRIAN WALKWAY	\$ 2,242.00

7	DETENTION FACILITY-COURTS POLICE	\$ 28,626.00
8	EQUIPMENT DIVISION	\$ 19,054.00
8	FAIRLINGTON CENTER	\$ 1,008.00
10	FIRE STATION #2	\$ 3,320.00
11	FIRE STATION #3	\$ 4,328.00
12	FIRE STATION #5	\$ 7,550.00
13	FIRE STATION #6	\$ 2,853.00
14	FIRE STATION #9	\$ 2,950.00
15	FIRE STATION #10	\$ 1,475.00
16	FORT CE SMITH MAIN HOUSE	\$ 1,775.00
17	RESIDENTIAL PROGRAM CTR.	\$ 1,008.00
18	WALTER REED REC. CENTER	\$ 1,008.00

TOTAL SECTION I \$ 105,692.00

SECTION II.

HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, AND TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, AND MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

POSITION	REGULAR HOURLY RATE	OVERTIME RATE (OVER 8 CONSECUTIVE HOURS OF WORK)
PROJECT MANAGER	\$ 150.00	\$ 225.00
PLUMBER	\$ 105.00	\$ 157.50
HELPER	\$ 60.00	\$ 90.00

BID FORM PAGE 2 OF 10

BIDDER NAME: Magnolia Plumbing, Inc.

SECTION III.

ADDITIONAL TASK ITEMS

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

ITEM		COST	
CCTV INSPECTION	LUMP SUM FOR SETUP AND REPORTING	\$ 1950.00	2,275.00
CCTV INSPECTION	CCTV INSECTION PRICE PER 10 LF	\$ N/A	N/A
REMOVAL AND DISPOSAL OF SEDIMENT USING A VACTOR TRUCK	LUMP SUM FOR TRUCK SETUP	\$ 1,125.00	1,375.00
	COST PER CUBIC YARD OF SEMIDENT REMOVAL AND DISPOSAL	\$ 2.10	2.10
JET WASHING	JET WASHING PER 10 SF	\$ N/A	N/A
	JET WASHING PER 10 LF	\$ N/A	N/A
PUMP TRUCK	LUMP SUM FOR TRUCK SETUP	\$ 1,000.00	1,250.00
	COST PER CUBIC YARD OF GREASE REMOVAL AND DISPOSAL	\$ 0.25	0.25

Included in CCTV inspection

Included in truck rate

EMERGENCY CONTACT

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

202-829-8510

888-829-8510

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

BID FORM PAGE 3 OF 8

BIDDER NAME: Magnolia Plumbing, Inc.

BID FORM PAGE 4 OF 10

Please mark one:

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

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES


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

Christian D. Magnolia chnsm@magnolia-companies.com
1000 Gallatin Street NE Washington DC 20017

BIDDER NAME: Magnolia Plumbing, Inc.

BID FORM PAGE 5 OF 10

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

AUTHORIZED SIGNATURE 

PRINT NAME AND TITLE Christian D. Magnolia V.P.

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

NAME (PRINTED): Christian D. Magnolia TITLE: Vice President

E-MAIL ADDRESS: Chrism@magnolia-companies.com TEL. NO.: 202.829.8510 x 1136

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>Magnolia Plumbing, Inc.</u>	
ADDRESS: <u>1000 Gallatin Street NE</u>	
CITY/STATE/ZIP: <u>Washington DC 20017</u>	
TELEPHONE NO: <u>202-829-8510</u>	FACSIMILE NO.: <u>240-295-5826</u>
TAX ID NUMBER (EIN): <u>52-1753635</u>	VA. CONTRACTOR LICENSE #: <u>2705 132 517A</u>
THIS FIRM IS A: • INSERT NAME OF STATE <u>Maryland</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?	<u>Yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	<u>F1143256</u>
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED	
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?	<u>NO</u>
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/>
	WOMAN OWNED: <input type="checkbox"/>
	NEITHER: <input checked="" type="checkbox"/>

SPECIFICATION EXCERPT – 723-13LW

A. INTRODUCTION

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

1. Grease Trap pumping removal and cleaning.
2. Sewage and sump injector pumps.
3. Jet washing.
4. Vactor truck including pumping.
5. CCTV Inspection
6. Any other specialized plumbing services.

B. SERVICE REQUIREMENTS

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

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

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

. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

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

C. CONTRACT CHANGES

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

D. INSPECTION AND PREVENTIVE MAINTENANCE SERVICE:

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

The initial service to any equipment shall be the annual service or next highest cyclical service (e.g. semi-annual, quarterly) Upon completion of the initial service of all equipment listed in Schedule A and within sixty (60) calendar days of the County's approval of the schedule, the Contractor shall submit to the County's Project Officer, three (3) bounded hardcopies and one (1) electronic PDF copy on DVD of a written report identifying the building name, building address, the date of service visit and the following information.

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

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

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

All inspection, testing, and preventative maintenance of all equipment shall be performed by technicians that meet the criteria of technicians identified in the Contractor's Personnel Requirements Section. Use of non-qualified staff to perform these services is unacceptable.

E. SERVICE TICKETS

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

F. NEW AND CORRECTIVE WORK

In addition to the work on equipment listed in Schedule A, inspection, preventive maintenance, repair, replacement, and installation of equipment not listed in Schedules A and B and which are not due to the Contractor's improper performance or negligence, shall be completed on a time and materials or project basis using the contract labor rate(s) when ordered by the County. Upon request by the County, the Contractor shall provide evidence of the materials cost

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

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

The Contractor shall submit a written proposal to be approved and accepted by the County Project Officer or designee for all cost estimates exceeding \$2,500.

H. PROJECT WORK (Work greater than \$5,000 not exceeding \$250,000)

The Contractor shall submit a formal proposal for all inspection, testing, maintenance, repair, replacement, and installation projects (excluding preventative maintenance) upon request by the County. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work.

The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate solicitations(s) for any such project work.

I. SUBCONTRACTOR WORK

The Contractor may use subcontractors to perform work only with prior written approval of the Project Officer. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost.

J. IMPROPER MAINTENANCE, REPAIR AND/OR OPERATION

In the event of an equipment and/or system failure due to the Contractor's improper or lack of required maintenance, improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the Contractor shall arrive onsite with all tools and materials necessary to complete the repairs within two (2) hours of the County's notification. Such repairs shall be performed at Contractor's cost with no additional charge to the County.

The County reserves the right to complete the repairs in-house or use a different Contractor if, in its sole discretion, it is determined that such repairs must be performed immediately. The Contractor shall reimburse the County for the full cost of such repairs.

If any equipment warranty is invalidated due to Contractor's negligence in providing factory-certified service technicians as required, the Contractor shall be responsible for any ensuing costs.

In any instance, where there is clear evidence indicating that the equipment and/or system failure was a direct result of the Contractor's improper or lack of required maintenance, improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the County reserves the right to require the Contractor to reimburse the County for any and all reasonable costs that the County incurred as a result of such an event.

K. WORK HOURS

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

New Years Day	Columbus Day
Martin Luther King's Day	Veterans Day
Washington's Birthday	Thanksgiving (Thursday and Friday)
Memorial Day	Independence Day
Labor Day	Christmas Day

L. ON-CALL SERVICE

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

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

M. OVERTIME WORK

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

N. CHECK-IN AT SITE AND SIGN-OFF

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

THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

O. MATERIAL AND WORKMANSHIP

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

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

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

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

P. ADDITIONAL EQUIPMENT REQUIREMENTS

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

Q. CCTV INSPECTION

The Contractor shall provide closed circuit television (CCTV) inspection of building or associated building site piping on an as-needed basis. An inspection report shall be submitted for all CCTV Inspections. The report shall include the following at a minimum:

1. Description of work performed and reason for performing the work.
2. Address and name of building.
3. Date, time, and weather conditions.
4. Name of camera operator.
5. DVD of recorded video.
6. Site plan with piping location, size and depth.
7. Recommendations and associated cost estimates.

R. GUARANTEE

The Contractor shall guarantee all parts/materials and workmanship for a period of one (1) year or the manufacturer's warranty period, whichever is longer. Any repeated repairs/corrections for the same reason or problem within this time period shall be made at no cost to the County. The Contractor guarantee shall commence upon final County payment for that specific project, item, or task.

S. CONTRACTOR'S PERSONNEL

1. CONTRACT MANAGER

The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days notification of award of contract. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of plumbing systems and components; have the ability to troubleshoot problems and issues quickly; and be able to consult with the County Project Officer about remedies.

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

The Contract Manager shall meet with the County Project Officer for progress meetings at the County Project Officer's request.

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

2. PROJECT MANAGER

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$20,000.

3. PLUMBERS

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

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

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

4. HELPER

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

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

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

The County reserves the right to reject any of Contractor's service personnel, who, in the County's judgment, are not adequately qualified to perform the work and requires the contractor to replace them with qualified personnel.

T. PAYMENT FOR CONTRACT 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 upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. Work Tickets shall be provided for all work and shall reference the appropriate Work Order and/or Purchase Order number. Invoices submitted without Work Tickets, shall not be paid and returned to the Contractor.

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 or fuel surcharges are permitted under the contract.

U. TIMELY COMPLETION OF WORK

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

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

V. COUNTY'S RIGHT TO STOP WORK

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

W. SPECIAL TERMS AND CONDITIONS

1. TRAFFIC MANAGEMENT:

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

2. EQUIPMENT ACCESSIBILITY:

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

3. ROOF SAFETY:

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

4. 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 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.).

5. SAFETY WORK PLAN:

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

6. 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 this Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees.

7. CONFINED SPACE:

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

8. PARKING:

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

X. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS

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

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

Y. METHOD OF MEASURING PERFORMANCE

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

1. Failure to adhere to the contract requirements.
2. Failure to provide appropriately certified and trained personnel as required in the section titled "Contractor's Personnel."
3. Number of call-backs to correct malfunctions/failures.
4. Failure to respond to requests for work as provided for in these specifications.

5. Failure to perform services within accepted industry standards and codes.
6. Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
7. Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three or more jobs within a three (3) month period, may result in termination of the contract by the County for default.
8. Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required the in Contractor's Personnel section.
9. Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

Z. SERVICES FOR OTHER COUNTY AGENCIES

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

AA. LICENSES AND PERMITS

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The Contractor shall be responsible for providing all necessary formal notices required in conjunction with the lawful prosecution of the work under this contract.

SCHEDULE A

LOCATIONS FOR GREASE TRAP, SUMP PUMPS AND SEWAGE EJECTORS

ARLINGTON MILL 909 S. DINWIDDIE ST

Item	Quantity	Equipment Type	Remarks
1	4	Sump Pumps	Interior Building
2	1	Sewage ejector	Exterior Building
3	1	Oil Interceptor	Interior Building
4	1	Grease Interceptor	Interior Building

ARGUS HOUSE 1527 Clarendon St.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building

ARLINGTON ARTS CENTER 3550 Wilson Blvd.

Item	Quantity	Equipment Type	Remarks
1	1	Sump Pump	Interior Building

CENTRAL LIBRARY 1015 N. Quincy St.

Item	Quantity	Equipment Type	Remarks
1	1	Sump Pump	Interior Building Level G3
2	1	Sump Pump	Exterior Building

COURTS POLICE 1425 N. Courthouse Rd.

Item	Quantity	Equipment Type	Remarks
1	1	Sewage injector	Interior Building
2	1	Sump Pump (garage)	Interior Building

CRYSTAL CITY PEDESTRIAN WALKWAY 23RD St.

Item	Quantity	Equipment Type	Remarks
1	1	Sump Pump	Interior Building

DETENTION FACILITY 1435 N. Courthouse Rd.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building
2	1	Storm Water injector	Interior Building
3	4	Sump Pumps	Interior Building (elevators)

EQUIPMENT DIVISION 2701 S. Taylor St.

Item	Quantity	Equipment Type	Remarks
1	1	Oil Interceptor	Exterior Building
2	1	Sewage Ejector	Interior Building

FAIRLINGTON CENTER 3308 Stafford St.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building

FIRE STATION #2 4805 Wilson Blvd.

Item	Quantity	Equipment Type	Remarks
1	1	Sewage Ejector	Interior Building
2	2	Oil Interceptor	Exterior Building

FIRE STATION #3 4100 Old Dominion Dr.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building
2	1	Sewage ejector	Interior Building
3	1	Oil Inerceptor	Exterior Building

FIRE STATION #5 1750 S. Hayes St.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Exterior Building
2	1	Oil interceptor	Exterior Building

FIRE STATION #6 6950 Little Falls Rd.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Exterior Building
2	1	Oil interceptor	Exterior Building

FIRE STATION #9 1900 Walter Reed

Item	Quantity	Equipment Type	Remarks
1	1	Oil Interceptor	Interior Building
2	1	Sewage ejector	Interior Building

FIRE STATION #10 1559 Wilson Boulevard

Item	Quantity	Equipment Type	Remarks
1	1	Sewage ejector	Interior Building

FORT CE SMITH MAIN HOUSE 2411 N. 24th St.

Item	Quantity	Equipment Type	Remarks
1	1	Sewage ejector	Interior Building

RESIDENTIAL PROGRAM CTR. 1554 Columbia Pike

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building

WALTER REED REC. CENTER 2909 S. 16th St.

Item	Quantity	Equipment Type	Remarks
1	1	Grease Interceptor	Interior Building

SCHEDULE B

EQUIPMENT PREVENTIVE MAINTENANCE TASKS

At a minimum, the contractor shall perform the following inspection and maintenance requirements. Any deviations from the requirements below require the advance approval of the County Project Officer

Item	Equipment Type	Remarks	Frequency		
			ACDF	All other Buildings	Equipment Division
1	Grease trap	Pumping removal and jet cleaning Interceptor, inlet and outlet.	Tri-annual	Quarterly	X
2	Sewage and Sump injector pumps.	Preventive maintenance, repair, cleaning and replacement. 1. Pump and jet clean. 2. Service check valve. 3. Verify Amperage. 4. Verify impeller and float.	Tri-annual	Annual	X
3	Oil Interceptor	Pumping removal and jet cleaning interceptor, inlet and outlet.	X	Every 2 years	Quarterly

BIDDER NAME: Magnum Plumbing, Inc.

Solicitation # 723-13LW

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

YES	NO	JURISDICTION	YES	NO	JURISDICTION
	✓	ALEXANDRIA, VIRGINIA		✓	MANASSAS, VIRGINIA
	✓	ALEXANDRIA PUBLIC SCHOOLS		✓	CITY OF MANASSAS PUBLIC SCHOOLS
	✓	ALEXANDRIA SANITATION AUTHORITY		✓	MANASSAS PARK, VIRGINIA
✓		ARLINGTON COUNTY, VIRGINIA		✓	MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
✓		ARLINGTON COUNTY PUBLIC SCHOOLS		✓	METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
	✓	BOWIE, MARYLAND		✓	METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
	✓	BLADENSBURG, MARYLAND		✓	MONTGOMERY COLLEGE
	✓	CHARLES COUNTY PUBLIC SCHOOLS		✓	MONTGOMERY COUNTY, MARYLAND
	✓	COLLEGE PARK, MARYLAND		✓	MONTGOMERY COUNTY PUBLIC SCHOOLS

✓	CULPEPER COUNTY, VIRGINIA	✓	OMNIRIDE
✓	DISTRICT OF COLUMBIA	✓	PRINCE GEORGE'S COUNTY, MARYLAND
✓		✓	
✓		✓	
✓	DISTRICT OF COLUMBIA COURTS	✓	PRINCE GEORGE'S PUBLIC SCHOOLS
✓	DISTRICT OF COLUMBIA PUBLIC SCHOOLS	✓	PRINCE WILLIAM COUNTY, VIRGINIA
✓	FAIRFAX, VIRGINIA	✓	PRINCE WILLIAM COUNTY, VIRGINIA
✓	FAIRFAX COUNTY, VIRGINIA	✓	PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
✓	FAIRFAX COUNTY WATER AUTHORITY	✓	PRINCE WILLIAM COUNTY SERVICE AUTHORITY
✓	FALLS CHURCH, VIRGINIA	✓	ROCKVILLE, MARYLAND
✓	FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT	✓	SPOTSYLVANIA COUNTY SCHOOLS
✓	FREDERICK, MARYLAND	✓	STAFFORD COUNTY, VIRGINIA
✓	FREDERICK COUNTY, MARYLAND	✓	TAKOMA PARK, MARYLAND
✓	GAITHERSBURG, MARYLAND	✓	UPPER OCCOQUAN SEWAGE AUTHORITY
✓	GREENBELT, MARYLAND	✓	VIENNA, VIRGINIA
✓	HERNDON, VIRGINIA	✓	VIRGINIA RAILWAY EXPRESS
✓	LEESBURG, VIRGINIA	✓	WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
✓	LOUDOUN COUNTY, VIRGINIA	✓	WASHINGTON SUBURBAN SANITARY COMMISSION
✓	LOUDOUN COUNTY PUBLIC SCHOOLS	✓	WINCHESTER, VIRGINIA
✓	LOUDOUN COUNTY SANITATION AUTHORITY	✓	WINCHESTER PUBLIC SCHOOLS

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BIDDER'S NAME:

Magnolia Plumbing, Inc.