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

NOTICE OF AWARD OF CONTRACT

TO: AMERICAN BOILER, INC.
5649-M GENERAL WASHINGTON DR.
ALEXANDRIA, VA 22312

DATE ISSUED: JUNE 1, 2012

CURRENT REFERENCE NO: 184-11lw

CONTRACT TITLE: DEP - 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 June 9, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 31, 2016.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 184-111lw and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTOR’S BID FORM.

2) PRICING FIRM FOR TWENTY FOUR MONTHS. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS THEREAFTER BASED ON JANUARY CPI-U.

ATTACHMENTS:

1) AMENDMENT NO. 1 TO AGREEMENT NO. 184-11lw

2) CONTRACTOR’S BID FORM

3) INVITATION TO BID NO. 184-11lw

EMPLOYEES NOT TO BENEFIT:

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

______________________________________________
VENDOR CONTACT: RYAN C. LILLCICOTH
VENDOR TEL. NO.: 703-941-3200
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-941-6792
TAX IDENTIFICATION NUMBER (EIN/SSN): 541791978
EMAIL ADDRESS: SALES@AMERICAN-BOILER.COM

______________________________________________
COUNTY CONTACT: RICH KRUMENACKER
COUNTY TEL. NO.: 703-228-4395

______________________________________________
Elizabeh Dooly, CPPB, CPPO
Assistant Purchasing Agent

______________________________________________
DATE: 6/1/12

__________________________
CONTRACT AUTHORIZATION

__________________________
DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 184-11LW
AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Contract Number 184-11LW ("Contract") and made between American Boiler, Inc., 5649-M General Washington Drive, Alexandria, VA 22312 (Contractor), a Virginia Corporation authorized to do business in the Commonwealth of Virginia ("Contractor"), and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term under the Contract, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Contract as follows:

**Paragraph No. 3. CONTRACT TERM in Section III. CONTRACT TERMS AND CONDITIONS shall be deleted in its entirety and replaced with the following:**

3. **CONTRACT TERM**

Work under this Agreement will commence on the date of execution of this Agreement by the County and be completed no later than May 31, 2016 ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

**Paragraph No. 5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U in Section III. CONTRACT TERMS AND CONDITIONS shall be deleted in its entirety and replaced with the following:**

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract Amount shall remain firm for the first twenty four (24) months of the Contract Term. Any proposed modifications to the Contract Amount for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the Contract Amount for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in **JANUARY** of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the contract anniversary date, the County may terminate the Contract. The Contract price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the remaining Contract Term.
All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY:  
PRINT NAME  RICHARD D. WARREN, JR.  
AND TITLE:  PURCHASING AGENT  
DATE:  6/1/12

AMERICAN BOILER, INC.

SIGNED BY:  
PRINT NAME  ARGENTINA B. LILLCOTCH/President  
AND TITLE:  
DATE:  5/30/2012
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 184-11LM

BID FORM PAGE 1 OF 6

SUBMIT THREE (3) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE
BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE
FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A
PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON JUNE 2, 2011

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

A. TASK RATES
PRICE INCLUDES ALL THINGS NECESSARY FOR PERFORMING THE WORK, INCLUDING BUT
NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS,
PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.
REFER TO SCOPE OF SERVICES FOR REPORTING REQUIREMENTS FOR TASKS.

<table>
<thead>
<tr>
<th>#</th>
<th>TASK ITEM</th>
<th>COST</th>
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<tbody>
<tr>
<td>1</td>
<td>Backflow Prevention Device Inspection</td>
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<tr>
<td></td>
<td>a. 3/4&quot; or smaller</td>
<td>$144.20 EACH</td>
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<tr>
<td></td>
<td>b. 1&quot;</td>
<td>$164.80 EACH</td>
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<td></td>
<td>c. 1-1/4&quot;</td>
<td>$185.40 EACH</td>
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<td></td>
<td>d. 1-1/2&quot;</td>
<td>$185.40 EACH</td>
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<tr>
<td></td>
<td>e. 2&quot;</td>
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<td>f. 2-1/2&quot;</td>
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<td>h. 4&quot;</td>
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<td></td>
<td>i. 5&quot;</td>
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<td>j. 6&quot;</td>
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<td></td>
<td>k. 8&quot;</td>
<td>$412.00 EACH</td>
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<tr>
<td>2</td>
<td>CCTV Inspection</td>
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<tr>
<td></td>
<td>a. Lump sum for setup and reporting</td>
<td>$350.00 EACH</td>
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<tr>
<td></td>
<td>b. Inspection per linear foot</td>
<td>$5.00 LF</td>
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BIDDER NAME: AMERICAN BOILER, INC.
B. HOURLY LABOR RATES
HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING, INCLUDING BUT NOT LIMITED TO: LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

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<thead>
<tr>
<th>POSITION</th>
<th>REGULAR HOURLY RATE</th>
<th>OVERTIME HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>1. Project Manager</td>
<td>a. $ 75.00</td>
<td>b. $ 112.50</td>
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<tr>
<td>2. Plumber</td>
<td>a. $ 71.00</td>
<td>b. $ 106.50</td>
</tr>
<tr>
<td>3. Backflow Device Tester</td>
<td>a. $ 71.00</td>
<td>b. $ 106.50</td>
</tr>
<tr>
<td>4. Helper</td>
<td>a. $ 48.00</td>
<td>b. $ 72.00</td>
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C. BID SUBMISSION REQUIREMENTS

1. Did the bidder submit a copy of its Safety Manual as required on page 8? Yes X  No

2. Did the bidder submit resumes, certifications, and licenses as required on page 8? Yes X  No

3. Did the bidder submit its intent to comply with Service Wage Requirements as required on page 8? Yes X  No

4. Did the bidder submit references as required on page 8? Yes X  No

5. Did the bidder submit its Quality Control Program description as required on page 8? Yes X  No

6. Did the bidder list special equipment as required on page 8? Yes X  No

7. Did the bidder submit a description of its current business culture as required on page 8? Yes X  No

8. Did the bidder submit its tickets and tags as required on page 8? Yes X  No

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

BIDDER NAME: AMERICAN BOILER, INC.
BID FORM PAGE 3 OF 6

Please mark one:

(X) 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:

_________________________________________________________________________
N/A

_________________________________________________________________________

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

_________________________________________________________________________
N/A

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 § 59.1-69.6 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):

RyAn C. liLLiCOTCh - Vice-President / Director of Sales
5649-M General Washington Drive, Alexandria, VA 22312

BIDDER NAME: AMERICAN BOILER, INC.
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
REQUIPED 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  RYAN C. LILLICOTCH, Vice-President/Director of Sales

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): RYAN C. LILLICOTCH  TITLE: Vice-President/Director of Sales

E-MAIL ADDRESS: sales@american-boiler.com  TEL. NO.: 703-941-3200

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>AMERICAN BOILER, INC.</th>
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</thead>
<tbody>
<tr>
<td>ADDRESS: 5649-M General Washington Drive</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP: Alexandria, VA 22312</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO: 703-941-3200</td>
<td></td>
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<tr>
<td>TEAL ID NUMBER (EIN/SSN): 54-179-1978</td>
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<tr>
<td>VA CONTRACTOR LICENSE #: 2705036703A</td>
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</table>

THIS FIRM IS A: ☑ CORPORATION, ☑ GENERAL PARTNERSHIP, ☑ LIMITED PARTNERSHIP,
UNCHINCORPORATED ASSOCIATION, ☑ LIMITED LIABILITY COMPANY,
SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? YES

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE VIRGINIA SBC: 0461019-2

ANY BIDDER EXEMPT FROM SBC AUTHORIZATION REQUIREMENT SHALL INCLUDE A
STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM
SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR
POLITICAL SUBDIVISION? NO

BIDDER STATUS: ☑ MINORITY OWNED: ☑ WOMAN OWNED: ☑ NEITHER:
PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF 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 a bidder’s 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.

Continued on next page
**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

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<td>Maryland-National Capital</td>
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**BIDDER'S LEGAL NAME:**

American Boiler, Inc.

**DATE OF BID:** June 08, 2011
AGREEMENT NO. 184-11LM
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

AMERICAN BOILER, INC., (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 184-11LM. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 184-11LM. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 59.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 184-11LM.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on
which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its worksite or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 184-11LM, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 184-11LM and shall survive termination of Contract No. 184-11LM.

Signed: ___________________________ Ryan C. Lillicotch

Date: _______________________________ June 08, 2011

Attest: ___________________________ Argentina B. Lillicotch

Date: _______________________________ June 08, 2011
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 184-11LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 9TH DAY OF JUNE, 2011 FOR:

PROVISION OF PLUMBING REPAIR, MAINTENANCE AND PROJECT SERVICES FOR ALL COUNTY DEPARTMENTS FOR UP TO A FIVE (5) YEAR PERIOD.

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

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

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

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

Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

SPEC

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184-11LW
INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Mr. Ashley Barnes in the Office of the Purchasing Agent, at abarnes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: ITB No. 184-1LLW Questions. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

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

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

Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

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

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

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

7. **EQUIVALENT EXPERIENCE AND REFERENCES - NOT USED**

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

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

10. **EXPENSES INCURRED IN PREPARING BID**
Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.
11. BIDDER INVESTIGATIONS
Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington County that the bidder will rely upon. No plea of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

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

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

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

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

14. DEBARMENT STATUS
The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.
15. **ALTERNATE BID**
Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

16. **INFORMALITIES**
Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder, Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

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

18. **AUTHORITY TO TRANSACT BUSINESS**
Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

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

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

20. **BID WITHDRAWAL PRIOR TO BID OPENING**
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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

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

23. **REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT**
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.
24. **TRADE SECRETS OR PROPRIETARY INFORMATION**
Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

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

26. **LIVING WAGE CONTRACT**
If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be 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 ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

27. **BEST VALUE APPROACH**
This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. Whether the bidder provides goods or services that are the best value for the County;

d. The character, integrity, reputation, judgment, experience, and/or efficiency of the bidder;
e. The quality of work and of performance under previous contracts or services;

f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

h. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the bidder's taxes or assessments are delinquent;

i. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.

28. BEST VALUE BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:


b. Resumes and certifications of the Bidder’s Contract Manager, Project Manager and other staff intended to be assigned to work on County property under this contract, including their name, title, and current hourly wage rate. Bidders shall submit evidence of Journeyman or Master Plumber tradesman certification from the Virginia Board of Contractors. Bidders shall also submit copies of valid Backflow Device Tester licenses.

c. If any employee’s current hourly wage rate is less than $12.75, include an acknowledgement of your intent to comply with Service Contract Wage requirements in this solicitation for this work under this contract.

d. At least five (5) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement. The County will contact a minimum of three (3) references.

e. A description of the Bidder’s Quality Control Plan and how it will be specifically applied to this contract.

f. List any special equipment that you intend to use in servicing this contract.

g. Describe the current business culture of your firm. This shall include the identification of the location of your business; what percent of your business is commercial and what percent is residential.

h. Copy of the Bidder’s service ticket, backflow prevention device inspection ticket and tag.
29. **BEST VALUE AWARD PROCESS**

At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The two bidders with the highest total evaluation points will be awarded the contract.

All projects under $20,000 will be awarded to the highest ranked vendor, as listed on the Notice of Award, provided that the vendor is able to perform the work when required by the County. If the highest ranked vendor is unable to meet the County's time requirements or is non-responsive, the next highest ranked vendor will be contacted.

For projects over $20,000 both of the awardees will be required to attend a pre-proposal meeting, and shall submit a written proposal to the County, based on contract labor rates identified on the Bid Form, within five (5) days of the pre-proposal meeting.

The County reserves the right to visit the main office of operations of the two (2) selected Bidders to confirm that the bidder meets the requirements of this solicitation.

30. **INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be considered. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

31. **CONDITIONS OF THE RIDER CLAUSE**

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.

f. 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 insurance 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.

g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

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

1. INTRODUCTION
Arlington County ("County") seeks to establish a contract with two (2) qualified firms to provide plumbing maintenance, repair, backflow prevention device inspection, and installation services for plumbing components and associated systems in Arlington County ("County") owned and operated facilities.

2. CONTRACT TERM:
Work under this Agreement shall commence upon award of this contract and shall continue for a twelve (12) month period (Initial Contract Term). Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award of Contract, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods. Pricing shall remain firm for the first twenty four (24) months of the contract.

3. SERVICE REQUIREMENTS
The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, and materials as required to provide comprehensive plumbing services identified herein. The Contractor shall provide on-call response, repairs, replacement, installation, and other plumbing-related services on a time-and-materials or project basis. The following are examples of anticipated plumbing work under this contract.

A. Restoration of water service;

B. Repair to plumbing and plumbing-related heating systems;

C. Sewer lateral and water service repairs;

D. Sewer cleaning and capping;

E. Providing installation or hookup service for plumbing or heating-related equipment and appliances provided to the Contractor by the County;

F. Adding or replacing existing plumbing fixtures, water or drain service in a County facility;

G. Bringing new water or drain service to a building or a room within a building;

H. Other commercial plumbing services necessary to correct a plumbing problem;

I. Inspection of backflow prevention devices;

J. Closed Circuit Television (CCTV) inspection.

4. 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.

5. **PROJECT WORK** (Work greater than $5,000)
The Contractor shall submit a formal proposal for all work anticipated to exceed $5,000. The Contractor’s proposal shall be based on the Contract Labor Rates and Material Cost on the Bid Form. The proposal shall indicate the cost for the work, all the necessary material and the associated labor each as a separate cost item. The Contractor shall also indicate on the proposal any miscellaneous cost including, but not limited to, such items as permit fees and special equipment rental. 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 PO. The County reserves the right to solicit additional cost proposals or issue a separate bid(s) for any such project work.

At the County’s request, the Contractor shall perform project work on a time and materials basis.6. **SUBCONTRACTOR WORK**
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.

7. **IMPROPER OPERATION**
The Contractor shall be responsible for all costs of repair work caused by 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.

If any warranty is invalidated due to Contractor’s negligence the Contractor shall be responsible for any resulting costs.

8. **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.

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9. **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.

10. 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.

11. 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.

12. 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.
13. 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.

14. 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:

A. Description of work performed and reason for performing the work.
B. Address and name of building.
C. Date, time, and weather conditions.
D. Name of camera operator.
E. DVD of recorded video.
F. Site plan with piping location, size and depth.
G. Recommendations and associated cost estimates.

15. INSPECTION OF BACKFLOW PREVENTION DEVICE
The Contractor shall inspect and test all backflow prevention devices annually upon receipt of a work order from the County. The inspection shall be in accordance with the manufacturer's instructions and procedures approved by Arlington County. The Contractor shall submit legible test results to the Facilities Management Bureau for submission to the County Department of Community Planning, Housing and Development. Test results shall include at a minimum: the building name, building address, device location, device size, device type (i.e. double-check, pressure vacuum breaker, atmospheric vacuum breaker, etc.), device make and model, device serial number, tag number, test date and status (i.e. pass/fail). The Contractor shall tag all inspected backflow prevention devices. Upon execution of the Contract, the Contractor shall submit for County approval their templates for test results and device tags.

All backflow prevention devices identified by the Contractor to be in non-compliance or unable to be inspected shall be identified to the Facilities Management Bureau in a timely manner. The Contractor shall then provide a proposal to the County for repair or replacement of the device using the established Contract labor rates. The Contractor shall perform this work upon receipt of work order.

Testing, inspection, repairs and replacement of all backflow prevention devices shall be completed by a licensed certified backflow tester, no exceptions.

16. 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.

17. CONTRACTOR’S PERSONNEL

A. 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.

B. 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.

C. 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.
D. BACKFLOW DEVICE TESTER
The Contractor shall provide on an as-needed basis Backflow Device Testers who currently hold an active license for the testing, inspection, repairs, and replacement. Evidence of stated license shall be made available to the County upon request at any time. Each tester must have at least three (3) years of experience in testing/inspection of backflow devices.

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.

E. 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.

18. 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.

19. 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.
20. **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.

21. **SPECIAL TERMS AND CONDITIONS**

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 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. 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 for roof safety.

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 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 upon request from the County Project Officer or designee. This plan shall be submitted for approval prior to the start of 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 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.

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

22. **JUSTICE CENTER BACKGROUND CHECK**
Within thirty (30) calendar days after award of the contract, a minimum of two (2) plumbers employed by the Contractor must obtain background check approval from the Arlington County Sheriff, and receive one day Arlington County Detention Facility (ACDF) training to work in the ACDF and Courthouse. The Contractor shall not be reimbursed for time required for ACDF training.

23. **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:

A. Failure to adhere to the contract requirements.

B. Failure to provide appropriately certified and trained personnel as required in the section titled "Contractor's Personnel."

C. Number of call-backs to correct malfunctions/failures.

D. Failure to respond to requests for work as provided for in these specifications.

E. Failure to perform services within accepted industry standards and codes.

F. Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.

G. 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.

H. 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.

I. Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

24. **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.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 184-11LN.

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

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

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

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 184-11 at the prices provided in the bid of the Contractor.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
Contract pricing is firm for the first twenty four (24) months of the Contract. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount or price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in January of each year of the Contract.

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

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

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

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

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

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

11. **PAYMENT OF SUBCONTRACTORS**

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

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

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

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

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

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

12. **NON-APPROPRIATION**

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-
current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

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

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

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

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

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

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

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

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

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

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

21. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR §
1910.1200 ("Standard"). The Contractor agrees that it will provide or cause
to be provided Material Safety Data Sheets ("MSDS") required under the
Standard for all hazardous materials supplied to the County or used in the
performance of the Work. Such MSDS shall be delivered to the County no later
than the time of actual delivery of any hazardous materials to the County or
use of such material in the performance of work under the Contract by the
Contractor or its subcontractors, whichever occurs first. Container labeling
that meets the requirements of the Standard shall be appropriately affixed to
the shipping or internal containers. The County reserves the right to refuse
shipments of hazardous materials not appropriately labeled, or when MSDS have
not been received prior to or at the time of receipt of the shipment for use
by the County or for use by the Contractor in the performance of the
Contract, or whenever the material is delivered in a manner inconsistent with
any applicable law or regulation. Any expenses incurred due to the refusal
or rejection of MSDS are the responsibility of the Contractor. The
Contractor shall comply with all federal, state, and local laws governing the
storage, transportation, and use of toxic and hazardous materials.

22. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to
save, defend, hold harmless and indemnify the County, and all of its elected
and appointed officials, officers, current and former employees, agents,
departments, agencies, boards, and commissions (collectively the "County" for
purposes of this section) from and against any and all claims made by third
parties or by the County for any and all losses, damages, injuries, fines,
penalties, costs (including court costs and attorney's fees), charges,
liability, demands or exposure, however caused, resulting from, arising out
of, or in any way connected with the Contractor's acts or omissions,
including the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of its work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify shall
survive the termination of this Contract. If, after Notice by the County,
the Contractor fails or refuses to fulfill its obligations contained in this

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184-1133
section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

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

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

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

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

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

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

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

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

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

35. DATA SECURITY
The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit C. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

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

37. **COUNTY EMPLOYEES**
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

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

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

39. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the option of the County.

40. **RELATION TO THE COUNTY**
The Contractor will be legally considered as an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

41. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.
42. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

43. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

45. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.
47. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

49. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

50. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

51. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

52. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

53. 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.
54. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

55. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

56. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

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

58. **ACCESSIBILITY OF WEB SITE**
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or the County’s presence on other party’s websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” That document is located at: http://www.ada.gov/websites2.htm.

59. **HIPAA COMPLIANCE - NOT USED**

60. **ADA COMPLIANCE - NOT USED**

61. **SERVICE CONTRACT WAGE REQUIREMENTS**
a. **LIVING WAGE**
The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County’s world-wide web site at the time of Contract execution. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County’s world-wide web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor’s failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County’s Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County’s Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Exhibit A);

2. Provide, within five (5) days of an employee’s request, a written statement of the then current required wage rate (using the same form provided in item 1) above;

3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and

4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B.) Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the
County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS
Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

62. LIVING WAGE - NOT USED

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

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

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

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

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

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

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

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

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

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
INVITATION TO BID NO. 184-11LW  

BID FORM PAGE 1 OF 6

SUBMIT THREE (3) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE  
BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE  
FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A  
PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON JUNE 9, 2011

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

A. TASK RATES
PRICE INCLUDES ALL THINGS NECESSARY FOR PERFORMING THE WORK, INCLUDING BUT  
NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS,  
PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.  
REFER TO SCOPE OF SERVICES FOR REPORTING REQUIREMENTS FOR TASKS.

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BIDDER NAME: ________________________

39
184-11LW
B. HOURLY LABOR RATES

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>REGULAR HOURLY RATE</th>
<th>OVERTIME HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Manager</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>2. Plumber</td>
<td>a. $</td>
<td>b. $</td>
</tr>
<tr>
<td>4. Helper</td>
<td>a. $</td>
<td>b. $</td>
</tr>
</tbody>
</table>

C. BID SUBMISSION REQUIREMENTS

1. Did the bidder submit a copy of its Safety Manual as required on page 8? Yes___ No___

2. Did the bidder submit resumes, certifications, and licenses as required on page 8? Yes___ No___

3. Did the bidder submit its intent to comply with Service Wage Requirements as required on page 8? Yes___ No___

4. Did the bidder submit references as required on page 8? Yes___ No___

5. Did the bidder submit its Quality Control Program description as required on page 8? Yes___ No___

6. Did the bidder list special equipment as required on page 8? Yes___ No___

7. Did the bidder submit a description of its current business culture as required on page 8? Yes___ No___

8. Did the bidder submit its tickets and tags as required on page 8? Yes___ No___

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

BIDDER NAME: ________________________________
Please mark one:

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

________________________________________________________________________

________________________________________________________________________

BIDDER NAME:
BID FORM PAGE 4 OF 6

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

NAME (PRINTED): _______________ TITLE: _______________

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

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

THIS FIRM IS A: • INSERT NAME OF STATE CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE VIRGINIA SCC:

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:
Metropolitan Washington Council of Governments (COG)
Rider Clause

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF 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 a
bidder's 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.

Continued on next page
INVITATION TO BID NO. 184-11LM

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION
___ ___ Alexandria, Virginia
___ ___ Alexandria Public Schools
___ ___ Alexandria Sanitation Authority
___ ___ Arlington County, Virginia
___ ___ Arlington County Public Schools
___ ___ Bladensburg, Maryland
___ ___ Bowie, Maryland
___ ___ Charles County Public Schools
___ ___ College Park, Maryland
___ ___ Culpeper County, Virginia
___ ___ District of Columbia
___ ___ District of Columbia Courts
___ ___ District of Columbia Public Schools
___ ___ District of Columbia Water & Sewer Auth.
___ ___ Fairfax, Virginia
___ ___ Fairfax County, Virginia
___ ___ Fairfax County Water Authority
___ ___ Falls Church, Virginia
___ ___ Fauquier County Schools & Government, Virginia
___ ___ Frederick, Maryland
___ ___ Frederick County, Maryland
___ ___ Gaithersburg, Maryland
___ ___ Greenbelt, Maryland
___ ___ Herndon, Virginia
___ ___ Leesburg, Virginia
___ ___ Loudoun County, Virginia
___ ___ Loudoun County Public Schools
___ ___ Loudoun County Sanitation Authority
___ ___ Manassas, Virginia
___ ___ City of Manassas Public Schools
___ ___ Manassas Park, Virginia
___ ___ Maryland-National Capital Park & Planning Comm.
___ ___ Metropolitan Washington Airports Authority
___ ___ Metropolitan Washington Council of Governments
___ ___ Montgomery College
___ ___ Montgomery County, Maryland
___ ___ Montgomery County Public Schools
___ ___ OmniRide
___ ___ Prince George's County, MD
___ ___ Prince George's Public Schools
___ ___ Prince William County, Virginia
___ ___ Prince William County Public Schools
___ ___ Prince William County Service Authority
___ ___ Rockville, Maryland
___ ___ Spotsylvania County Schools
___ ___ Stafford County, Virginia
___ ___ Takoma Park, Maryland
___ ___ Upper Occoquan Sewage Authority
___ ___ Vienna, Virginia
___ ___ Virginia Railway Express
___ ___ Washington Metropolitan Area Transit Authority
___ ___ Washington Suburban Sanitary Commission
___ ___ Winchester, Virginia
___ ___ Winchester Public Schools

BIDDER'S LEGAL NAME: ______________________________________________________

DATE OF BID: ____________________________
WAGE NOTICE
THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCUPIED PROPERTY SHALL NOT BE LOWER THAN

$12.75 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410
AVISÓ de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

$12.75 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. 703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500 ARLINGTON, VA 22201

(EXHIBIT B)
ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: ______________________ to ______________________

Contract Number: ______________________

Date: ______________________

Company Name and Address: ____________________________________________

Authorized Signature: ______________________

Printed Name: ______________________

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
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<tbody>
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.
AGREEMENT NO. 184-11LW
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

(Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereinafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 184-11LW. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 184-11LW. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulsion to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 184-11LW.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on
which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its work site or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 184-11LW, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 184-11LW and shall survive termination of Contract No. 184-11LW.

Signed: ___________________________________________

Date: ____________________________________________

Attest: ___________________________________________

Date: ____________________________________________