



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

**INVITATION TO BID NO. 22-DES-ITBLW-689**

**ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 21ST DAY OF JUNE 2022.**

**FOR THE PROVISION OF PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AT ARLINGTON TRANSIT COMPRESSED NATURAL GAS FUELING FACILITY**

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

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

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 347-973-6905, 349494899#](#) United States, New York City

Phone Conference ID: [349 494 899#](#)

**PREBID CONFERENCE**

A virtual pre-bid conference will be held at 10:00 a.m., June 7, 2022 on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following link [Click here to join the meeting](#), or join by dialing [+1 347-973-6905](#) and enter Conference ID [968395900#](#). ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

**NON-MANDATORY SITE VISIT**

Bidders will be able to visit the **ARLINGTON TRANSIT COMPRESSED NATURAL GAS FUELING FACILITY located at 3201 South Eads Street, Arlington, Virginia 22202. Site visits are scheduled June 8, 2022,**

**and June 9, 2022, from 11:00 – 12:00.** Schedule site visits by emailing Vanessa Moorehead at [vmoorehead@arlingtonva.us](mailto:vmoorehead@arlingtonva.us). Bidders may take notes, but all questions must be held and submitted to Vendor Registry. Site visits will be limited to one visit per company with up to two employees from that company. Face coverings, social distancing, and other COVID-19 precautions will be enforced.

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

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

Arlington County, Virginia  
Office of the Purchasing Agent

Vanessa Moorehead  
Procurement Officer  
[vmoorehead@arlingtonva.us](mailto:vmoorehead@arlingtonva.us)

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## **I. INFORMATION FOR BIDDERS**

### **1. QUESTIONS AND ADDENDA**

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 22-DES-ITBLW-689**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY JUNE 9, 2022, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.**

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

### **2. INTEREST IN MORE THAN ONE BID AND COLLUSION**

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

### **3. TRADE SECRETS OR PROPRIETARY INFORMATION**

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

### **4. DEBARMENT STATUS**

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

**5. AUTHORITY TO TRANSACT BUSINESS**

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

**6. ARLINGTON COUNTY BUSINESS LICENSES**

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

**7. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

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

**8. VIRGINIA CONTRACTOR LICENSE**

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

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

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

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

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

**9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**10. BID FORM SUBMISSION**

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

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

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

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

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

**11. BIDDER CERTIFICATION**

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

**12. ERRORS IN EXTENSION**

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

**13. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS**

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

**14. DISCOUNTS**

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

**15. NEW MATERIAL**

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

**16. BIDDERS' RESPONSIBILITY TO INVESTIGATE**

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

**17. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

**18. QUALIFICATION OF BIDDERS**

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

**19. DETERMINATION OF RESPONSIBILITY**

Bidder must meet the following minimum qualifications:

Bidders shall have a minimum of three (3) years' experience in maintaining a heavy-duty vehicle CNG facility. Bidders should provide a list of three (3) clients with a minimum of three (3) years' experience performing services similar to those described in the scope of work. The County will contact at least two of the references provided. For each client, Bidders shall list the following information:

- Client name
- Description of services provided
- Location
- Point of contact's name, telephone number and email address
- Contract start date and end date

**20. ALTERNATE BID**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

**21. BID WITHDRAWAL PRIOR TO BID OPENING**

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

**22. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING**

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

**23. METHOD OF AWARD**

The County will award the contract to the lowest responsive and responsible Bidder determined by Attachment N - Pricing Schedule for Preventative Maintenance and Repair Services Grand Total, and the Bidder meeting the minimum qualifications below:

- Bidders shall have a minimum of three (3) years' experience in maintaining a heavy-duty vehicle CNG facility.
- Bidders should provide a list of three (3) clients with a minimum of three (3) years' experience performing services similar to those described in the scope of work. The County will contact at least two of the references provided. For each client, Bidders shall list the following information:
  - Client name



- Description of services provided
- Location
- Point of contact's name, telephone number and email address
- Contract start date and end date

**24. INFORMALITIES**

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

**25. INSURANCE REQUIREMENTS**

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

**26. LIVING WAGE CONTRACT**

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

**27. NOTICE OF DECISION TO AWARD**

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

**28. EXPENSES INCURRED IN PREPARING BID**

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

**29. RIDER CLAUSE**

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

**A. Extension to Other Jurisdictions**

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

**B. Inclusion of Governmental & Nonprofit Participants**

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

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

**C. Contract Agreement**

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

**30. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

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

**31. ELECTRONIC SIGNATURE**

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

## II. SCOPE OF SERVICES

### 1. Introduction/ Background

Arlington County owns a Compressed Natural Gas (CNG) fueling facility that supplies its Arlington Transit (ART) buses located at 3201 South Eads Street in Arlington County. The County requires the services of a Contractor to provide Preventive Maintenance and unscheduled equipment repair services at the facility. The Contractor must maintain the CNG System in a condition sufficient to operate at full level of performance in accordance with the facility Shop Drawings/Specifications. (Attachment A)

The ART fleet currently consists of 78 heavy duty transit buses. The facility has been managed since 2017 by the County's Contract Service Provider (First Transit) as well as an existing CNG maintenance contractor. Due to the community service nature of public transit, reliability of this system is essential for the continuity and resilience of operations.

### 2. General Requirements

The Contractor shall provide all labor, materials, tools, parts, supplies, lubricants, equipment, incidentals, transportation, and supervision to provide Preventive Maintenance Services as well as equipment repair services at the Arlington County CNG Facility. The Contractor shall also provide, to the Project Officer, detailed monthly Preventative Maintenance inspection reports. The Contractor must maintain the CNG System in a condition sufficient to operate at full level of performance in accordance with the facility Shop Drawings/Specifications.

### 3. Pre-inspection of Equipment

The Contractor shall perform a Condition Survey Assessment detailing all equipment and conditions covered under this SOW as a baseline for the condition of the facility. The Condition Survey Assessment shall include observations of deficiencies in equipment condition, operation and/or performance and shall be the basis for on-going maintenance of the facility.

The County will provide the Contractor with a Condition Survey Assessment Form to be used during the Condition Survey Assessment (Attachment B). The Contractor shall be responsible for providing all resources necessary to complete the Pre-Inspection phase as a part of the Base Contract Services under the Terms and Conditions of the Contract.

### 4. Equipment Condition Assessment

In the last 90 days of the last option year of the contract, the Contractor shall complete the Condition Survey Assessment (Attachment B) and include an analysis as to the lifecycle replacement recommendations of equipment for next five years and cost estimates for equipment shall be included.

### 5. Preventive Maintenance and Inspections

#### A. General Description

The Contractor shall conduct inspections and provide monthly Preventive Maintenance reports with an annual schedule developed and agreed to by the Contractor and Arlington County. Preventive Maintenance inspections shall be conducted according to the manufacturer recommendations (Attachments D-K). The Contractor shall use the form provided by the County (Attachment C) to report Preventive Maintenance and

Inspection Services. It is anticipated the above scheduled services shall commence at the beginning of each Contract year.

- B. The Contractor shall provide Preventive Maintenance Services required in the Scope of Work, to maintain the system in the condition prescribed by the original equipment manufacturer's recommended guidelines, found in the attached Shop Drawings/Specifications (Attachment A). Services shall include, but not limited to:
- a. Providing all labor, parts, materials, tools, and supplies required to keep the system fully functional.
  - b. The Contractor shall notify the Project Officer, twenty-four (24) hours in advance of any scheduled Preventive Maintenance service.
  - c. Upon completion of scheduled Preventive Maintenance, the Contractor shall provide via email the Project Officer a detailed report detailing Work complete, identification of defects (if applicable) and other operational issues. The quarterly Preventative Maintenance report will summarize all the work performed during the previous 3 Month period.

C. Preventive Maintenance and Inspections:

- a. CleanCNG Standard Compressor  
The system has four CleanCNG Standard Compressors manufactured by Clean Energy. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment D.
- b. Perform a system walk-around and check for leaks.
- c. During operation, check/record/verify compressor performance data.
- d. Visually inspect gas panels for leaks and abnormalities.
- e. Listen for any abnormal sounds (e.g., banging or hissing)
- f. Check priority panel for proper operation.
- g. Drain all inter-stage scrubbers and filters.
- h. Drain recovery tank sump and vent heater.
- i. Check outlet air louver operation (if applicable).
- j. Check bolts, clamps, and nuts for tightness. Torque if necessary.
- k. Visually inspect all pressure relief devices for signs of failure or leakage.
- l. Verify ESD control function.
- m. Verify equipment warning and alarm triggers for proper function. Repair if needed.
- n. Check gas detector calibration. Recalibrate if required.
- o. Check control voltage: 12VAC to 24VDC.
- p. Check main and pilot gas regulator settings.
- q. Inspect and verify all control valve operation.
- r. Drain and replace the lubrication oil and oil filter element and check for any unusual particles in the waste oil crankcase.
- s. Change gas inlet and discharge filter elements, and clean filter bowl.
- t. Verify set points and scale of all instrumentation (pressure and temperature switches/sensors, oil level switches, flow switch, etc.).
- u. During start-up, check blow-down and recirculation functionality.

- Perform adjustments as required.
- v. Check heat exchanger for any obstruction or debris accumulation. Clean if required.
- w. Check drive belts, alignment, and belt tension. Replace if worn.
- x. Check vent stack for obstructions.
- y. Lubricate main drive motor bearings.
- z. Performance vibration tests.
- aa. Remove and clean compressor valves. Inspect for cracks or breakage. Leak-test  
with solvent. Rebuild if required.
- bb. Inspect and replace piston rings.
- cc. Inspect pistons, piston rods, and piston retainers. Replace if worn.
- dd. Remove and rebuild compressor valves with the appropriate valve repairkit.
- ee. Replace all compressor valves.
- ff. Inspect and replace piston rings, rod packing, O-rings, and gaskets.
- gg. Inspect cylinders and measure tolerance with a micrometer. Replace if worn.
- hh. Inspect wrist pins and crosshead bushing/bearings. Replace if worn.
- ii. Replace connecting rod shell bearings.
- jj. Replace crankshaft assembly. Adjust end-play as necessary.
- kk. Remove any vegetation or other debris in and around the CNG equipment.

D. PSB Industries Fuel Gas Dryer Compressor

The system has one Single Vessel NGV Fuel Gas dryer manufactured by PSB Industries Inc. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment E.

- a. Check outlet dew point when gas is flowing for reading below -40°F. Make sure that V6 has been closed slightly to ensure proper gas flow over sensor.
- b. Drain pre-filter, blower housing and sump.
- c. Check differential pressure across pre-filter and after-filter elements. Replace if required when gauge is approaching RED zone or 3-5 PSID.
- d. Check and maintain operating conditions, pressure, flow, temperature within the design parameters of the dryer.
- e. Verify dew point (if instrument available). Remove sensor from sample cell and verify instrument responds to ambient moisture condition.
- f. Recalibrate/check span of moisture analyzer. Refer to Xentaur manual for details.
- g. Replace pre-filter, after filter and separator elements. Check oil level using blower maintenance procedure shown below.
- h. Change oil in blower.

E. Quincey Air Compressor

The system has one QR-25 Series Model 325 Air Compressor manufactured by Quincey Compressor. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment F.

- a. Manually test pressure relief valves.
- b. Clean Surfaces of intercooler.
- c. Check distribution system for leaks.
- d. Check for contaminated lubricant.
- e. Check for compressor/vacuum leaks.
- f. Check belt tension (if applicable).
- g. Torque sheave fasteners (if applicable)
- h. Change lubricant (and filter if applicable)

F. CNG Dispenser

The system has four ANGI Series II CNG dispensers manufactured by ANGI. The contractor shall complete routine inspections based on the manufacturer's recommended schedule, Attachment G.

G. Defueling Panel

The system has one ANGI Defueling Panel Model K01-50-033 manufactured by ANGI. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment H.

- a. Check for leaks. IF leaks are present, depressurize the system (following manufacturer recommended procedure) and repair.
- b. Check gauge glycerin levels. Top off if required.

H. EATON Automatic Transfer Switch

The system has one EATON, ATC-900 Transfer switch manufactured by EATON. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment I.

- a. Visual inspect on a quarterly basis for damage.
- b. Clean and remove debris from equipment on a quarterly basis.

I. MTU Onsite Energy 75kWe Generator

The system has one MTU, MTU 10V0068 GS75 Generator manufactured by MTU Onsite energy. Approved procedures, parts and fluids are in the Operations and Maintenance Manual provided with this solicitation. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment J.

- a. Record the date of inspection.
- b. Record air temperature around generator.
- c. Record the level from the oil dipstick and the amount of oil added to the engine if it was needed.
- d. Record level of coolant in the radiator and add approved coolant, if needed.
- e. Check inlet and outlet hose temperature to verify operation.

- f. Visually inspect belts for damage or fraying. Verify the engine control is in the OFF position.
- g. Visually inspect battery charger to verify operation. If equipped with a display, verify charge rate. If equipped with LEDs, verify correct LEDs are lit.
- h. Verify battery(s) are full of acid, cables are tight and battery posts are clean.
- i. Check all hoses and connections for dripping fluids. If needed, tighten hose clamps to contain leaks.
- j. Record the amp reading when unit is running with load.
- k. Record the AC volt reading when unit is running with load.
- l. Record the hertz reading when unit is running with load.
- m. Record the oil pressure when unit is running with load.
- n. When unit is running with load, record the coolant temperature reading once stabilized.
- o. Record control panel DC voltage reading.
- p. Record the Running Time Meter total before each test. Variances will show run time between inspection exercises.
- q. Automatic Transfer Switch mark as OK, if test performed properly.
- r. Maintenance technician performing inspections will initial, verifying inspection is complete.
- s. Include in the monthly reports when maintenance on the generator is completed
- t. Refuel the generator on an as-needed basis. The cost of the fuel shall be handled as a reimbursable cost.

J. ABB Chromotograph

The system has one ABB, NGC8206 Chromatograph manufactured by ABB. Approved procedures and parts are in the Operations and Maintenance Manual provided with this solicitation. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment K.

- a. Check for secure mounting and ensure equipment is in the vertical position.
- b. Carrier gas bottle mounting rack should be tilted backwards slightly.
- c. Bottles within mounting rack should be securely mounted in the pipe meter.
- d. Check Bottle Regulators for leaks and secure mounting.
- e. Check pipe mounted sample probe for secure mounting.
- f. Steel tubing between sample probe and NGC will be checked for bends or kinks. Ensure all connections are tight.
- g. Ensure front and rear end caps are hand tight.
- h. Ensure all conduits and pipes are sealed per NEC codes.

K. ESD Alarm and Monitoring System

The system is equipped with an alarm monitoring system. The contractor shall monitor the system daily and respond to alarms. Alarms shall be reported to the Project Officer within 24 hours. If response to alarms requires unscheduled repair services, the Contractor must submit a repair request to the Project Officer prior to the commencement of work. When requested, the Contractor shall work with Washington Gas to spec and install a leak

detection system with automatic shutoff and notification via telephone to multiple emergency numbers.

L. Repair Services

a. Description of Services

The County may, during the Contract, request the Contractor to perform repair services outside the preventative maintenance and inspection services on this Contract. An example of a repair service is the cost of a replacement compressor which exceeds \$100 in cost. Repair service needs that arise from inadequate preventive maintenance will be the sole liability of the Contractor.

The Contractor shall provide all supervision, labor, materials, supplies, parts, tools, and equipment necessary to perform these services. Such work shall be compensated at the loaded hourly rates listed in the Price Schedule (Attachment M).

The County shall incur no obligation for out-of-scope work that is not authorized in advance, in writing.

b. Required Cost Estimate for Services

All work performed under Repair Services shall be requested and approved/disapproved, in advance and in writing, by the Project Officer. The request shall contain a detailed description of the services that are required from the Contractor. The Contractor shall provide the Project Officer a detailed cost estimate which includes an itemized breakdown for labor, parts, and materials as well as a schedule with critical milestones for completing the repair services.

Labor rates included on the Price Schedule for the Contract must be developed and submitted with all estimates of proposed Work. A cost breakdown and schedule must be attached to the repair services request.

Unless otherwise directed by the Project Officer, the above information must be submitted within twenty-four (24) hours of the commencement of the Work. No work shall be done other than the Work described in the repair services request.

c. Parts

The Contractor shall repair or replace worn or defective parts with the appropriate OEM (original equipment manufacturer) parts when practical. Substitute parts shall not be used without the prior written consent of Arlington County.

A ten percent (10%) mark-up at Contractor's cost, excluding shipping/handling, shall be allowed for all repair parts more than \$100.00. Parts under \$100.00 will be paid at Contractor's cost with no mark-up.



d. Response Time

1. The Contractor shall be available to respond to all service calls and emergencies at the facility twenty-four (24) hours a day, seven (7) days per week, three-hundred- sixty-five (365) days per year.
2. Two weeks prior to the start of each Twelve (12) month contract term, the Contractor shall provide the name and contact information of the point of contact for service calls. If at any time during the contract period the point of contact needs to be updated, the Contractor shall provide the County notice Forty-Eight (48) hours in advance.
3. When equipment repairs are required and not included in the Preventive Maintenance Report, the Contractor shall provide the Project Officer with a detailed estimate of parts (if applicable), materials (detailed below) and labor (time/rates) perform the equipment repairs.
4. The Contractor shall not commence any repair Work until the Project Officer has provided written approval for the Work.

M. Monitoring and Documentation

a. System Monitoring and Alarms

The CNG facility has a remote monitoring and alarm system. The County will provide the Contractor with training on the system. The CNG station monitoring, and alarm system must be operational at all times. Bypassing of alarms and shutdown systems is not allowed without specific approval of Arlington County. The Contractor will test the monitoring and alarm system monthly, preferably during the morning during minimum fuel demand periods (6AM-10AM). The Contractor will test the Emergency Shutdown (ESD) system monthly and reset. The monitoring system is capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed. Monthly, the Contractor shall send a report detailing all alarms, Attachment L.

b. Maintenance Report

1. The Contractor shall submit all projected and/or required maintenance and repairwork to the Project Officer.
2. Upon completion of the Work, the Contractor shall provide a completed Call Order Form detailing Work performed. The information shall include, at a minimum the following:
  - Name, title of the employee
  - Date of service, date completed
  - Specific repairs accomplished
  - Hours worked and comments if necessary
  - Corrective action
  - Cause(s) of the repair, replacement, defect, etc.
3. As required, any preventive maintenance, inspection of CNG system(s), the Contractor shall provide a report in accordance with the information above as well as any recommendations for future remedial actions or

critical items requiring immediate attention.

4. At the completion of each shift, the Contractor shall send a pictorial e-mail to the Project Officer detailing the Work commenced, completed or in-process for that shift. This email shall include, but not limited to:

5. Pictures

- Scheduled Preventive Maintenance
- Unplanned equipment outages, repair replacement, if applicable

6. Equipment Related Accidents/Injuries

The Contractor shall provide a formal report of all accidents and/or injuries, which occur and involve the equipment covered in this Contract via e-mail, to the Project Officer, no later than two (2) hours after the occurrence. This report shall identify all parties involved, location, times, and suspected cause of incident.

7. Monthly Activity E-mails

At the beginning of each month, Contractor shall send an e-mail to the Project Officer detailing any planned work, if applicable as well as advising the Project Officer if no planned work is scheduled.

8. Contract Phase Out Documentation

Upon termination or the end of the contract term all records and documentation, including, but not limited to: O&M Manuals, Preventative Maintenance Schedules, Reports and Other Data shall be delivered to the County in electronic form and remain the sole property of the County.

9. Record Keeping

Contractor shall provide a monthly report to Arlington County detailing all work performed (Attachment C is provided as an example) and cataloguing all alarms for the CNG station (Attachment L).

10. Safety

- a. The Contractor shall comply with and ensure all Contractor personnel, sub-contractors comply with all current and applicable local, state and Federal policies, regulations, procedures and standards relating to the safety, health, including but not limited to, the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, Federal Environmental Protection Agency Stands and all applicable standards of the Virginia Department of Environmental Quality.
- b. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools, and materials to safely accomplish the Work specified in the Scope of Work. The Contractor shall also provide, upon the County's request, a copy of the Contractor's written safety policies and

procedures applicable to the Scope of Work. Failure to provide this information within seven (7) calendar days of the County's request may result in termination of the contract.

c. The Contractor shall provide and ensure that all personnel at the facility wear the proper Personal Protective Equipment (PPE) detailed below:

- Approved back support and protective devices
- Eye Protection
- Hearing Protection
- Safety Shoes
- Hard Hats
- Reflective Vests
- Respiratory Protection
- Other safety device/apparel as conditions warrant

D. The County reserves the right to inspect all areas for safety violations at its sole discretion and direct the Contractor to take immediate corrective action of conditions, procedures, and to stop work if hazardous conditions are deemed to exist.

E. In the event Work is stopped by the County for any type of safety hazard, the Contractor shall be notified immediately and will be given sufficient time to take corrective action. If a safety hazard is caused by the Contractor, all corrective action costs shall be the responsibility of the Contractor.

F. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment, and vehicles.

G. Damage to the Facility, caused by the Contractor, shall be repaired, or replaced to the satisfaction of the County and at the expense of the Contractor.

H. The County, at its sole discretion, shall have the right to repair, replace damaged property. Such costs shall be deducted from Contractor invoices upon completion of the repair or replacement of the damage.

N. Place of Performance

The Work shall be performed at 3201 South Eads Street, Arlington, Virginia. The Contractor will provide advance notice, a minimum of Twenty-Four (24) hours, prior to performing work.

Work will be completed between 8AM and 5PM EST unless otherwise approved by the Project Officer.

The Contractor shall be available to respond to required, unscheduled repair needs at the CNG facility Twenty-Four (24) hours, Seven (7) days per week.

Preventive Maintenance may be performed any day of the week between the hours of 8:00 A.M. and 5:00 P.M., with Twenty-Four (24) hour notice to the Project Officer. Preventive Maintenance work performed outside the above referenced hours must be approved by the Project Officer.

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

### III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

#### AGREEMENT NO. 22-DES-ITBLW-689

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

#### **1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter  
"Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 22-DES-ITBLW-689

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

#### **2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more  
particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose  
of the Work is to provide Preventative Maintenance and Repair Services at Arlington Transit  
Compressed Natural Gas Fueling Facility. The Contract Documents set forth the minimum work  
estimated by the County and the Contractor to be necessary to complete the Work. It will be the  
Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents  
and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the  
Contractor's responsibility to manage the details and execution of the Work.

#### **3. PROJECT OFFICER**

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

#### **4. CONTRACT TERM**

Time is of the essence. The Work will commence on July 1, 2022 and must be completed no later than  
June 30, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents.

Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2023, to June 30, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 22-DES-ITBLW-689 at the prices provided in the bid of the Contractor.

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until \_\_\_\_\_, 2023 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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

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

**7. PAYMENT TERMS**

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

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

**8. PAYMENT OF SUBCONTRACTORS**

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment

from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

**9. NO WAIVER OF RIGHTS**

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

**10. NON-APPROPRIATION**

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

**11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**12. COUNTY PURCHASE ORDER REQUIREMENT**

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



**13. WARRANTY**

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

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

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

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

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

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

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

**15. DAMAGE TO PROPERTY**

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

**16. CLEANING UP**

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

**17. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS**

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

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

**18. OSHA REQUIREMENTS**

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

**19. HAZARDOUS MATERIALS**

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

**20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

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

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

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

**21. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

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

**22. SAFETY**

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

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

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

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

**23. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

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

**24. FAILURE TO DELIVER**

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

**25. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the

unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**26. PROJECT STAFF**

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

**27. SUPERVISION BY CONTRACTOR**

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

**28. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

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

**29. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**30. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation,

possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

**31. \*SEXUAL HARASSMENT POLICY**

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

**32. TERMINATION**

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

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

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

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

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

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

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

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

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

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

#### **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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

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

### **33. INDEMNIFICATION**

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

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

**34. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**35. COPYRIGHT**

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

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

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

**36. OWNERSHIP AND RETURN OF RECORDS**

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination,

or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

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

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

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

**37. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**38. ETHICS IN PUBLIC CONTRACTING**

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

**39. COUNTY EMPLOYEES**

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

**40. FORCE MAJEURE**

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



**41. AUTHORITY TO TRANSACT BUSINESS**

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

**42. RELATION TO COUNTY**

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

**43. ANTITRUST**

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

**44. REPORT STANDARDS**

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

Whenever possible, proposals must comply with the following guidelines:

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

**45. AUDIT**

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

the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

**46. ASSIGNMENT**

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

**47. AMENDMENTS**

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

**48. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

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

**49. DISPUTE RESOLUTION**

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

**50. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

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

**51. ARBITRATION**

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

**52. NONEXCLUSIVITY OF REMEDIES**

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

**53. NO WAIVER**

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

**54. SEVERABILITY**

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

**55. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**56. ATTORNEY'S FEES**

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

**57. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**58. HEADINGS**

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

**59. AMBIGUITIES**

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

**60. NOTICES**

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

**TO THE CONTRACTOR:**

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

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_

---

AND

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

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

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

**61. ARLINGTON COUNTY BUSINESS LICENSES**

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

**62. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**63. LIMITED ENGLISH PROFICIENCY**

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

**64. SERVICE CONTRACT WAGE REQUIREMENTS**

a. LIVING WAGE

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

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply

with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

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

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

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

f. QUESTIONS

For questions regarding Living Wage, please email [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us).

**65. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Employer's Liability - \$500,000/accident, \$500,000 disease, \$500,000/disease policy limit.
- c. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- d. Premises/Operations - \$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- e. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- f. Owned/Hired/Non-Owned Vehicles - \$1 Million BI/PD each accident, Uninsured Motorist.
- g. Independent Contractors - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate.
- h. Completed Operations - 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate.
- i. Contractual Liability (Must be shown on Certificate) - \$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate.
- j. Personal and Advertising Injury Liability - \$1 Million each offense, \$1 Million annual aggregate.
- k. Miscellaneous E&O/ Professional Liability - \$1 Million per occurrence/claim
- l. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent.
- m. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- n. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- o. Certificate of Insurance shall show Bid Number and Bid Title.
- p. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate. The Contractor shall name the Northern Virginia Transportation Commission (NVTC) and its Bond Trustee, the Commonwealth of Virginia, the Commonwealth Transportation Board (CTB), DRPT, the Virginia Department of Transportation (VDOT) and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be

performed, and present satisfactory evidence of insurance coverage before commencing with any Work

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

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

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

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

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

**66. MATERIAL CHANGES**

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

**67. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**IV. ATTACHMENTS AND FORMS**

ARLINGTON COUNTY, VIRGINIA  
INVITATION TO BID NO. 22-DES-ITBLW-689

B I D F O R M

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
3:00 P.M., JUNE 21, 2022.

FOR PROVIDING PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AT ARLINGTON TRANSIT  
COMPRESSED NATURAL GAS FUELING FACILITY PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF  
THIS SOLICITATION

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

SUBMITTED BY:

*(legal name of entity)*

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME AND TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NO.:

E-MAIL

ADDRESS:

\_\_\_\_\_

THIS ENTITY IS INCORPORATED  
IN:

THIS ENTITY IS A:

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED  
ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:

\_\_\_\_\_

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

**HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?**

YES  NO

**BIDDER STATUS:** MINORITY OWNED:  WOMAN OWNED:  NEITHER:

**BIDDER MINIMUM QUALIFICATIONS:**

Bidders shall have a minimum of three (3) years' experience in maintaining a heavy-duty vehicle CNG facility. Bidders should provide a list of three (3) clients with a minimum of three (3) years' experience performing services similar to those described in the scope of work. The County will contact at least two of the references provided. For each client, Bidders shall list the following information:

- Client name
- Description of services provided
- Location
- Point of contact's name, telephone number and email address
- Contract start date and end date

**ATTACHMENTS (SEPARATE)**

- ATTACHMENT A FACILITY SHOP DRAWINGS/SPECIFICATIONS
- ATTACHMENT B CONDITION SURVEY ASSESSMENT
- ATTACHMENT C PREVENTIVE MAINTENANCE REPORT
- ATTACHMENT D CNG COMPRESSOR MANUFACTURER SPECIFICATION
- ATTACHMENT E CNG DRYER MANUFACTURER SPECIFICATIONS
- ATTACHMENT F AIR COMPRESSOR MANUFACTURER SPECIFICATION
- ATTACHMENT G FUEL DISPENSER MANUFACTURER SPECIFICATION
- ATTACHMENT H DE FUELER MANUFACTURER SPECIFICATION
- ATTACHMENT I TRANSFER SWITCH MANUFACTURER SPECIFICATION
- ATTACHMENT J GENERATOR MANUFACTURER SPECIFICATION
- ATTACHMENT K CHROMATOGRAPH MANUFACTURER SPECIFICATION
- ATTACHMENT L CALL ORDER FORM
- ATTACHMENT M MONTHLY ALARM REPORT
- ATTACHMENT N PRICE SCHEDULE (MUST BID ALL ITEMS AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE)**
- ATTACHMENT O DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION CONTRACT PROVISIONS

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

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

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

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

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

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

ADDENDUM NO. 2                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

ADDENDUM NO. 3                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

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

Please mark one:

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

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

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BIDDER NAME: \_\_\_\_\_

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

REFERENCES

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

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

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

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

BIDDER NAME: \_\_\_\_\_

**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**LIMITS (FIGURES DENOTE MINIMUMS)**

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

**INSURANCE AGENT'S STATEMENT:**

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

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

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

**OFFEROR'S STATEMENT:**

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

BIDDER NAME: \_\_\_\_\_

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



EXHIBIT A

LIVING WAGE FORMS

# **WAGE NOTICE**

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

**\$17.00 PER HOUR**

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION  
SECTION 4-103

**FOR INFORMATION CONTACT:**

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

# **AVISO de SALARIO**

## **MINIMO**

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR  
A

**\$17.00 POR HORA**

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

**PARA OBTENER MAS INFORMACIÓN, LLAME A:**  
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE  
ARLINGTON.  
703-228-3410.

**PARA INFORMACION EN PERSONA DIRIJASE A:**  
2100 CLARENDON BOULEVARD, OFICINA No 500  
ARLINGTON, VA 22201

EXHIBIT B  
**LIVING WAGE QUARTERLY COMPLIANCE REPORT**

**By Email:** Please complete the report below and return it to: [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us)

Quarter:

Year:

Company Name:

Contract Number:

Contract 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 employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

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

\_\_\_\_\_  
Date