

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-ITB-297

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 24TH DAY OF AUGUST 2021.

**FOR THE PROVISION OF INSPECTION, DOCUMENTATION, AND ROUTINE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR MATERIAL HANDLING EQUIPMENT AT VARIOUS COUNTY FACILITIES**

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

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

Join Microsoft Teams Meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

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

Phone Conference ID: 406 175 093#

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

Lucas Alexander, VCA  
Procurement Officer  
lalexander@arlingtonva.us

TABLE OF CONTENTS

I.	INFORMATION FOR BIDDERS .....	3
II.	SCOPE OF SERVICES .....	8
III.	CONTRACT TERMS AND CONDITIONS.....	22
IV.	ATTACHMENTS AND FORMS .....	33
	BID FORM .....	34

## **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-ITB-297**. 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 TUESDAY, AUGUST 17TH, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.**

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

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

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

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

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

### **4. DEBARMENT STATUS**

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

### **5. AUTHORITY TO TRANSACT BUSINESS**

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal

name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

#### **6. ARLINGTON COUNTY BUSINESS LICENSES**

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

#### **7. VIRGINIA CONTRACTOR LICENSE**

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

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

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

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

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

#### **8. BID FORM SUBMISSION**

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

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD

WILL BE ACCEPTED. **Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

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

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

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

**9. 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.

**10. ERRORS IN EXTENSION**

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

**11. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS**

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

**12. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**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 the Grand Total as indicated on the Pricing Sheet. Repairs shall be priced on a Time and Materials basis at the labor rate provided on the bid form. The County will reimburse the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the assigned job.

**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. 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](#).

**27. EXPENSES INCURRED IN PREPARING BID**

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

**28. 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.

**29. 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.

**30. 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

Arlington County seeks a Contractor(s) to inspect, document, and perform routine preventive maintenance, and repair to Material Handling Equipment (“MHE”) at various facilities located within the County.

The Contractor shall provide all supervision, labor, materials, tools and equipment necessary for the performance and completion of the work.

Work shall be performed in accordance with the United States Department of Labor Occupational Safety & Health Administration (OSHA) Title 29CFR Parts 1910.179 Overhead and Gantry Standard, Title 29CFR 1926.554 Overhead Hoists, and 1926 Original Equipment Manufacturer (OEM) specifications and the Commonwealth of Virginia regulations, (i.e., the Department of Labor and Industry and the “Virginia Overhead High Voltage Line Safety Act”, etc.). located at <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.179>

The purpose of this contract is to ensure that all equipment items listed in SCHEDULE A are functioning properly and operating in full compliance with federal, state, and local laws and regulations.

The Contractor shall fully inspect the MHE, provide a written report detailing deficiencies and proposed corrective work to be performed, submit a quote, provide repair services as directed by the County Project Officer, and perform manufacturer’s recommended routine preventive maintenance (lubrication, tighten fasteners, etc.) for intervals 1 month or greater.

### **MINIMUM QUALIFICATIONS**

FAILURE TO SUBMIT THE FOLLOWING WITH YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID

#### **FIRM EXPERIENCE:**

The bidder must have been in continuous operation performing crane/hoist inspection for a minimum of five (5) years. Bidders experience shall be verifiable through references. All assignments shall be with personnel meeting the personnel qualifications.

- **REFERENCES:** With your bid, show at least two (2) examples of work performed under similar contracts (dollar amount and complexity) with a public entity (i.e., federal, state, local government preferred). References shall indicate the type of work performed, dollar amount, and contact information for the jurisdiction the work was performed for. Bidders must show at least 5 years of continuous experience doing crane inspection.

#### **PERSONNEL:**

All personnel for crane inspection shall have appropriate licensing and/or certifications that enable that person to perform the task(s). Bidders shall have and maintain at a minimum one (1) person who shall represent the Contractor on the job site as supervisor/foreman. This person shall have at least five (5) years’ experience in this field of work. This person shall have authority to make decisions within the scope of this Contract on behalf of the Contractor.

- **RESUMES:** With your bid, provide resumes of at least 1 (one) supervisor/foreman and at least 3 (three) technicians to be utilized under this contract with evidence of certification and training from the National Crane Certification, to include crane safety and crane operation training. Similar training/certification may be accepted.



## **FAILURE TO SUBMIT ANY OF THE ABOVE WILL RESULT IN REJECTION OF THE BID**

### **BID SUBMITTALS**

The lowest responsive and responsible bidder will be required to submit these within 24 hours of the bid opening date and time.

**SAFETY & INSPECTION PROCEDURES:** Bidder will be required to provide a copy of the bidder's written Safety Procedures & written Inspection Procedures applicable to the scope of work. If not included with the bid, the lowest responsive and responsible bidder will be required to submit this within 24 hours of the bid opening date and time.

**SUBCONTRACTORS:** Bidder will be required to provide a list of Sub-Contractors, if any, proposed to be utilized under this contract. If not included with the bid, the lowest responsive and responsible bidder will be required to submit this within 24 hours of the bid opening date and time.

### SECTION I - GENERAL CONDITIONS AND REQUIREMENTS

#### 1.1 OVERALL CONCEPT

#### 1.2 INTENT:

The intent of this solicitation is to award a contract for annual inspection and repair services for MHE.

Repairs shall be priced on a Time and Materials basis at the labor rate provided on the bid form. The County will reimburse the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the assigned job.

The Contractor shall provide a written estimate of the cost and schedule to complete the repairs and get the written approval of it by a County Project Officer before commencing work.

Payment will not be made for any work that has not been authorized. The Contractor shall be able to provide on-call urgent or emergency repair services outside of business hours, week-end and County holidays. The Contractor shall provide to the County, prior to start any work under this contract, a name and telephone number of a contact person in the case of emergency 24 hours a day, 7 days a week.

#### 1.2.1 INSPECTION REQUIREMENTS:

The list of the MHE per SCHEDULE A shall be inspected and rated as PASS or FAIL according to the provision of SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS".

#### 1.2.2 REPAIR REQUIREMENTS: Based on the results of the inspection, the Contractor shall submit a complete list of infractions along with a compliant code, and an itemized estimate for the cost necessary to repair the MHE. The Contractor shall not proceed with repairs unless instructed by the County Project Officer or Designee. Repairs shall be made on an "as-needed" only.

### 1.3 EQUIPMENT LIST:

Please Refer to Attachment B – Equipment List for the existing County equipment. The Contractor shall inspect all equipment as listed per SCHEDULE A. The Contractor shall identify non-compliant, deficient or defective equipment, determine the necessary corrective actions, and provide a cost estimate for repairs under the direction of the County Project Officer.

- 1.3.1 Orientation Meeting: After award of the contract, the Contractor shall meet with the County Project Officer to review delivery and work schedules, contract expectations, work details, guidelines, safety standard, personal protection equipment(PPE)on site, environmental management system standard (EMS), and discuss other topics as necessary to promote effective contract administration. This meeting shall be held no later than two (2) weeks after the contract awarded.

## SECTION II – SPECIAL CONDITIONS AND SPECIFICATIONS

### 1.1 SCOPE OF WORK AND SERVICE

#### 1.2 INSPECTION REQUIREMENTS:

- 1.2.1 Compliant MHE: For all MHE that conform to SECTION I, Part 1.2.3 “CERTIFICATION AND REGULATIONAL REQUIREMENTS”, the Contractor shall affix a “PASS” sticker with the Contractor’s name, inspector’s name, and date to the equipment item in a visible location. The Contractor shall also prepare and submit to the County Project Officer all necessary certification documentation indicating that MHE is in full compliance with SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”.
- 1.2.2 Non-compliant MHE: For all MHE that FAIL SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”, the Contractor shall make a complete and full written notation indicating why that equipment item failed. Based on these written notations, the Contractor shall determine appropriate corrective actions or repairs recommended to bring equipment in full compliance with SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”. The Contractor shall submit repair recommendations and price quote to the County Project Officer for review and instructions.
  - 1.1.2.1 Repair Instructions - Based on the results of initial inspection, the Contractor shall follow the instructions of the County Project Officer as prescribed in SECTION II, Part 6.0 “REPAIR REQUIREMENTS”.

### 2.1 INSPECTION METHODOLGY

#### 2.2 RECORDS:

The inspection of equipment, as listed in SCHEDULE A, shall be recorded on a separate inspection sheet for each unit of MHE.

- 2.2.1 Records Format: The Contractor shall fully and accurately identify, determine,

and record each unit of MHE, as listed per SCHEDULE A:

1. MHE Equipment Tag Number
2. MHE Location
3. MHE Manufacturer
4. MHE Model Number
5. MHE Serial Number
6. MHE Weight Capacity
7. MHE Equipment Type (hoist, monorail, overhead, etc.)

### 2.3 TESTING AND EVALUATION:

The equipment as listed in SCHEDULE A shall be inspected, tested, and evaluated at minimum: (1) Visual Inspection, (2) Load Inspection, and (3) Operational Inspection. The Contractor shall evaluate each MHE for visual and operating defects and deficiencies as measured against the criteria listed in SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS". For non-compliance issue, the Contractor shall list the nature and severity of the infraction, deterioration, and determine to what extent the infraction constitutes non-compliance. The resulting inspection shall include:

2.2.1 Visual Inspection: Complete visual "walk-around" inspection of equipment and related operating mechanisms for signs of excessive wear of components. Check for properly installed/visible display decals or paint/stencil markings, which are legible and clearly indicate MHE's weight capacity, restrictions (if any) and highlight operational controls. Look for deformed, cracked, bent, broken or corroded parts, loose belts, loose bolts or rivets, worn or cracked welds, cracked or worn sheaves and drums, distorted parts such as pins, bearings, shafts, gears, rollers, locking and clamping devices. Check for excessive wear on brake systems parts, linings, pawls, and ratchets. Check load, wind and other warning indicators, and any significant inaccuracies. Check electric power sources for improper performance or noncompliance with applicable safety requirements. Look for excessive wear of chain drive sprockets and for excess chain stretch. Check electrical power pick-up rails and festoon systems for signs of shorting, pitting, discontinuity, or significant deformation. Check electrical apparatus for signs of pitting or any deterioration of controller contractors, limit switches and pushbutton stations. Check tanks, valves, drain pumps and other parts of pneumatic or hydraulic systems for signs of deterioration or leakage in lines. Inspect hooks for deformation, twist, or cracks. Inspect hoist chains, including end connections for excessive wear, twist, distorted links interfering with proper function or stretch beyond manufacturer's recommendations. Check fluid (oil, lubrication, hydraulic) levels for compliance with manufacturer's recommendations.

2.2.2 Load Inspection: Test all equipment (unless excepted by County Project Officer), per SCHEDULE A, to maximum load capacity, as required by SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS". Inspect and observe defects such as slippage or component malfunction. Check all load bearing parts such as strength welds and repaired areas. Inspect hooks for evidence of deformation,

cracking, binding or warping. If failure is suspected, perform additional test as necessary to determine certainty. Normal load test shall include at minimum:

2.2.2.1 Static Load Test - MHE shall hold 125% of its rated load weight for a minimum of five (5) minutes.

2.2.2.1 Dynamic Load Test - MHE shall hold 100% of its rated load weight while unit is operating through a minimum of five (5) continuous cycles of hoisting, rotating, raising, lowering and traveling, etc.

2.2.3 Operational Inspection: Each MHE shall be operated through the full range of its operational and functional perimeters as many times as necessary to demonstrate fully it sufficiently performs properly. All tests shall include testing operational condition of safety devices. All equipment shall operate through the full range and limits of motion at all rated speeds for complete cycles (i.e. raise and lowering, traverse, articulate, and rotate through minimum to maximum lengths) specified operating ranges and directions.

### 3.1 EQUIPMENT COMPONENTS:

#### 3.2 MHE COMPONENTS

Per equipment listed SCHEDULE A, the Contractor shall inspect, examine and report on the following areas and components in accordance with SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS":

3.2.1 Brake Systems: Inspect for binding or excessive wear in linkage pins, cams, springs, bearings and brake and brake linings (refer to OEM equipment manual for replacement criteria). Examine for scored brake surfaces, exposure, lack of full-brake lining contact and unequal (tapered) brake lining wear. Check magnetic coils and leads for proper electrical connections, voltages and coil resistance. Inspect disc systems. Observe for indications of thermal wear due to overheating. Check and set magnetic air gaps and adjust operating linkages in accordance with applicable technical manual.

3.2.2 Chain Inspection: Inspect the full length of chain. Inspect chain on a link-by-link basis as appropriate. Check chain in both the hoisting and lowering directions to observe chain and sprocket performance. Check degree of lubrication. Inspect thoroughly to ensure chain is free of kinks, twists, clean and operating within manufacturer's tolerances.

3.2.2.1 Roller Chain - Check chain pitch elongation, exceptionally loose joints, and pins turned from their original position. Inspect for rollers that are excessively worn or broken or do not turn freely with finger-pressure. Check for bent, cracked or deformed side plates, especially at the roller pin joints.

- 3.2.2.2 Chain Guides and Supports - Inspect chain guides for spreading or other damage which could allow a twisted link to pass. Inspect support screw (fastener) for bending, damage or looseness.
  - 3.2.2.3 Chain (hoist load) - Check chain attachments and fittings for damage.
  - 3.2.2.4 Sprocket(chain) – Check for excessive wear, undercut, and rounded teeth.
- 3.2.3 Drive Shafts, Coupling, and Open Gears: Inspect shafts for wear, damage, warpage or misalignment. Inspect gears for evidence of chipping, loose contact, excessive tooth wear and looseness on shaft. Inspect couplings for looseness, binding misalignment, improperly installed bolts and keys, and lubrication. Inspect bearings for looseness, lubrication, and discoloration caused by excessive operating temperature. Inspect support brackets for failure and crack welds.
- 3.2.4 Electrical Systems - Inspect, examine and test all electrical systems related to MHE. Inspect all wiring, switches, control boxes, resistors, electrical connections, etc. Ensure items are clearly marked for identification of functions and that live parts (exposed elements) are not present. Review, determine and report as to whether electrical equipment, parts, components constitute a safety hazard as it relates to their exposure to dirt, grease, oil, moisture, heat and vibration.
- 3.2.5 Electric Components - Inspect electric motors, controllers, power panels, reactors, in accordance with the specifications.
- 3.2.6 Electric Motors - Check power supply for proper operation. Inspect control switches for dirty or faulty contacts and poor circuit continuity. Inspect controller contacts for signs of welding, shortage, arching or excessive pitting. Check emergency “cut-offs” for proper operation.
- 3.2.7 Gears and Bearing Assemblies - Inspect for broken or damaged parts and cracked or missing members. Inspect gear rollers and roller pins for damage, and wear, cracked or broken welds, missing anchor bolts, misalignments, and lubrication.
  - 3.2.7.1 Reduction Gears (Enclosed) - Inspect gears and shafting for evidence of chipping, lack of full-tooth contact, excessive tooth wear on gears. Inspect bearings for looseness and discoloration caused by excessive operating temperatures. Check gear case gaskets, seals and vents for evidence of leakage. Check gear case for proper lubrication level. Check for properly installed bearing caps or covers.
- 3.2.8 Handrails, Ladders, Walkways, and Personnel Safety Guides - Inspect for excessive wear and corrosion of rungs and steps, loose connections, damaged ladder rails, I-connections to structure, cracked or broken welds, loose or missing rivets, and deformed members. Inspect all toe boards, ladder brakes, stairways, stops, bumpers, rail sweeps, and guards for conformance. Ensure areas are free of debris and fully accessible for operation.

- 3.2.9 Hydraulic Systems - Inspect for leaks in fittings and loose mountings. Inspect lines for signs of leakage and proper pressure levels. Check hand pump operation for emergency use (if applicable).
  - 3.2.9.1 Motors and Pumps - While running pumps and motors listen for unusual noise and vibration. Check for leaks and proper operation.
  - 3.2.9.2 Hydraulic Actuating Cylinders - Inspect cylinders for leakage, loose fittings and loose mountings. Check operating rods and linkages for corrosion and excessive wear. Check valves, switches or indicators for proper adjustment and operation
- 3.2.10 Hoisting Load Blocks, Clevises and Hooks - Inspect hoisting load blocks for binding sheaves, damages or worn sheaves, worn sheave pins, broken cheek plates. Inspect clevis (if applicable) for damage or wear. Inspect hooks for excessive twisting and missing safety latch. Measure tram points or deformation marks. Record the measurements and ensure compliance with current load test regulations.
  - 3.2.10.1 Hooks - Inspect, test and ensure conformance. Notice throat openings of more than fifteen (15) percent and/or any twist from plane. Inspect hooks or clevis swivels and pins for wear, cracks or gouges. Inspect clevis pin for ease of removal or deformity. Inspect load block assembly (i.e., hook, shackle, swivel, bearing, sheaves and magnet) if applicable.
- 3.2.11 Machinery Foundations - Inspect for distortion, cracked or broken welds, misalignment and corrosion. Inspect bolted connection bearings of mated surfaces for missing or defective components. Inspect each fastener for proper bearing surfaces and tightness.
- 3.2.12 Structure, Structural Members and Strongbacks - Inspect complete component structure for broken or damaged parts and cracked, corroded or missing parts. Inspect for loose fasteners, rivets, bolts, broken or cracked welds, and corrosion. Inspect support pins, retainers and mounting brackets for corrosion, damage and lubrication.
- 3.2.13 Monorails and Bi-Rails - Inspect monorails, bi-rail tracks and bridge tracks, including associated attachments for cracks, damage, excessive wear, distortion and misalignment.
- 3.2.14 Overhead Trolley Hoist and Bridge Crane Support Rails - Check rails for alignment and bi-rails for parallelism. Inspect for bent or damaged members and loose fasteners. Inspect for excessive wear on rack and pinion gears or roller chain and sprocket(s). Inspect for misalignment of bridge crane, hoist drive, and cracked or broken welds. Verify proper operation condition of drive mechanisms. Check gear for lubrication.
- 3.2.15 Crossover Rails - Check crossover rails weldments and support for

misalignment and loose or missing fasteners and keys. Check binding action in track switching, damaged interlock components, actuating cylinder leakage and improper travel.

- 3.2.16 Bridge Crane Inspection - Inspect for bent, damaged, or missing components, excessive deformation, cracked welds and corrosion. Inspect trolley (hoist) support rails, sockets and stop alignment for excessive wear. Check roller chain lubrication.
- 3.2.17 Runway - Inspect all rails, beams, girders, brackets, and framework on which the crane or trolley travels as appropriate.
- 3.2.18 Manual Drive Assembly - Inspect for damaged components, support brackets and covers, and loose or missing fasteners. Inspect hand-wheels and bearings for damage, wear and lubrication.
- 3.2.19 Rope Inspection - Inspect condition and lubrication of wire rope with the wire extended for full survey. Check for worn outside wires, corroded or broken wires at end connections, corroded, cracked, bent, worn, or improperly applied end connections. Inspect for reduced rope diameter below normal diameter due to loss of core support. Inspect for severe kinks, crushing, cutting or inter-winding with other ropes.
  - 3.2.19.1 Wire Rope and Fittings and Eye Splices - Inspect fitting sockets, swaged end fittings, and Nicopress swaged collars for indications of slippage, wear, deformation and damage. Inspect eye splices for kinks, wear, broken strands/wires and slippage.
  - 3.2.19.2 Wire Rope Drums - Inspect drums for distortion, cracked or broken welds, worn grooves and lubrication. Inspect drum bearings for lubrication and discoloration caused by excessive operating temperatures. Inspect for proper spooling onto the drum.
  - 3.2.19.3 Wire Rope Sleeves - Inspect for worn or damage sleeves, loose bearings and pins, lubrication, and damaged or missing fittings. Check sheave grooves for wear.
  - 3.2.19.4 Safety Devices - Inspect and test all safety equipment (i.e. but not limited to: limit switches, locks, fire extinguisher, light fixtures, and other safety devices) as appropriate.
  - 3.2.19.5 Operating Cutout and Limit Switches - Check all operating cutout and Limit switches.
  - 3.2.19.6 Positive Limit Stops - Inspect for damaged or missing parts. Inspect For hydraulic fluid leakage as appropriate.
  - 3.2.19.7 Emergency Stop and Interlock Switches - Inspect for damaged wiring and improper electrical connections. Check switching operation.

3.2.19.8 Trolleys - Inspect for bent or damaged members, missing components, broken welds and loose or missing fasteners. Check track clamps for wear and damage; verify proper operation and engagement. Inspect truck assemblies and wheels clusters for wear, chips, cracks, loose axle pins and securing devices. Check bearings for evidence for looseness and overheating. Inspect trolley for lubrication. Verify clearances and bearing cap or cover installation.

3.2.20 Pad Eyes / Eye Bolts - Inspect each worksite. Note in writing the quantity and condition of such devices. Determine these devices compliance with SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS".

#### 4.1 PRICES

##### 4.2 CONTRACT PRICE REQUIREMENTS:

Prices shall remain firm for the full duration of the Contract. All prices/discounts shall be Free on Board (FOB) MHE location and include all charges (freight/shipping) that may be imposed in fulfilling the terms of this Contract.

All labor rates shall include all direct and indirect costs, but not limited to transportation, travel expense, general administrative cost, etc.

The Contractor's invoices shall indicate MHE Equipment Tag Number, task of work, date and time of work, work order number, purchase order number, and the sign-off ticket on site where the service performed.

##### 4.3 TAX EXEMPTION:

Arlington County is exempt of any Federal excise tax and Commonwealth of Virginia sales and use tax. The price bid shall be net, exclusive of taxes.

#### 5.1 PARTS

##### 5.2 QUALITY:

**For all repairs performed under this Contract, the Contractor affirms and pledges that all parts used shall be "new" Original Equipment Manufacturer (OEM) parts.** Failure to abide by this section shall be interpreted by the County Project Officer as failure to perform, and the Contractor shall be required to replace all suspect parts with OEM parts, and the Contract may be terminated for cause.

##### 5.3 PARTS INVOICING:

Arlington County will only pay for parts/materials actually used in this Contract. No additional spares or Contractor "leftover" parts shall be billed.

Each invoice shall clearly indicate the MHE Equipment Tag Number to which the parts are being assessed. The Contractor's request for payment shall be supported by



invoices issued by the supplier(s) of the Contractor, detailing the parts/materials used on the assigned job.

Invoices shall also include a copy of all approved work orders.

## 6.1 REPAIR REQUIREMENTS

### 6.2 INSTRUCTIONS TO CONTRACTORS:

Based on the Contractor's initial inspection survey (as prescribed in SECTION I, "GENERAL CONDITIONS AND REQUIREMENTS"), the Contractor shall submit to the County Project Officer a written estimate for repairs. Each MHE recommendation for repairs shall be prepared on a separate request form (design and format are at the Contractor's discretion. The form shall include, but is not limited to the following elements:

1. MHE Equipment Tag Number
2. MHE Location
3. MHE Manufacturer
4. MHE Model Number
5. MHE Serial Number
6. MHE Weight Capacity
7. MHE Equipment Type (hoist, monorail, overhead, etc.)

The Contractor shall submit the estimate for repairs to the County Project Officer no later than seven (7) working days after completion of each MHE inspection. After examination of the Contractor's repair recommendations, the County Project Officer will notify the Contractor in writing as how to proceed. **Under no circumstances shall the Contractor start repair work without the written approval of the County Project Officer.**

#### 6.1.1 Estimate Guidelines

Repairs shall be priced on a time and materials basis at the labor rate provided on the bid form. The County will reimburse the Contractor, on completion and acceptance of each assigned job, and only for those materials actually used in the performance of the assigned job.

The Contractor shall indicate the number of labor hours, materials, parts and processes used for the repair of each MHE. The Contractor shall keep records of labor hours, materials and parts expended for the repair of each MHE.

The Contractor's repair estimate shall remain valid for a period of thirty (30) days after submission to the County Project Officer.

6.1.2 Estimate Reliability – Arlington County will rely on the Contractor's recommendation for repairs according to the Manufacturer and Industry Standard. The repair recommendation shall be complete and accurate. Once this estimate is accepted by the County Project Officer, no additional charges shall be allowed. All additional costs that may be required to repair the MHE shall be borne by the Contractor. After completion of recommended repairs, the

County Project Officer expects the Contractor to Certify the MHE per SECTION II, Part 6.2 "CERTIFICATION OF REPAIRED MHE".

6.2 CERTIFICATION OF REPAIRED MHE:

Upon completion of repairs, the Contractor shall "PASS" re-inspect/certify the repaired MHE in accordance with SECTION I, "GENERAL CONDITIONS AND REQUIREMENTS" and submit all certifying documentation to the County Project Officer. Should subsequent re-inspections be required by virtue of necessity of repairs, and said repairs are pre-approved by the County Project Officer and performed by the Contractor, the Contractor shall re-inspect and certify at no additional cost to the County.

7. CONTRACT REQUIREMENTS

7.0.1 PERSONNEL

Should the Contractor substitute personnel after award of contract, the County reserves the right to reject personnel not matching the skill level(s) as the persons proposed in the original solicitation. Not all requested work will require the use of an apprentice or helper. Contractor shall receive the approval of the County Project Officer before sending additional personnel onsite.

7.0.2 SUBCONTRACTOR

Should the Contractor choose to substitute subcontractors under this contract, the Contractor shall submit a written notification to the County Project Officer for no later than two (2) weeks before the change is expected to begin.

7.1 WORK PERFORMANCE

7.1.1 PERFORMANCE EXPECTATIONS:

All inspection and repair work shall be performed in accordance with the provisions of this solicitation.

7.1.2 TECHNICAL GUIDANCE:

In addition to the references and requirements listed in this solicitation, the Contractor may use other technical references at Contractor's disposal, but at a minimum the Contractor shall use the following resources:

- 7.1.2.1 American National Standards Institute (ANSI),
- 7.1.2.2 American Society of Mechanical Engineers (ASME),
- 7.1.2.3 Crane Manufacturers Association of America, Inc. (CMAA)
- 7.1.2.4 Specialized Carriers & Riggers Association (SCRA)

Above standards are located here: <https://www.ansi.org/american-national-standards/ans-introduction/essential-requirements>. Where the above standards or codes conflict, the more stringent requirement shall apply.

7.2 TIMELY COMPLETION OF WORK:

The Contractor shall, when assigned an inspection or repair job, proceed diligently and rapidly to complete the work during work hours, 6:00 a.m. to 2:30 p.m. without interruption. At no time shall a Contractor leave an inspection or repair job incomplete and equipment inoperable without prior notice for approval of County Project Officer.

Response time for emergency or urgent work requests shall be as follows:

Emergency request work order – technician shall arrive on site within 4 hours;

Urgent request work order – technician shall arrive on site within 8 hours.

## 8.0 WORKING CONDITIONS

### 8.0.1 WORK HOURS:

The Contractor will be permitted access to the facilities during the hours of 6:00 a.m. to 2:30 p.m., Monday through Friday (exclusive of County-observed holidays). If other work times are required, it shall be clearly stated in the statement of work and is at the discretion of the County Project Officer to accept or reject. All Contractor personnel shall wear standard Personal Protection Equipment (PPE) at all times while performing work under this Contract to include hardhat, reflective safety vest, steel toe work shoes/boots, and eye protection. In addition, all Contractor personnel shall wear a company badge with picture identification that can be presented at the plant location entrance.

### 8.0.2 SCHEDULING WORK:

The Contractor may have to alter work schedules to accommodate with the operational requirements in site. The Arlington County will make all reasonable accommodations to facilitate completion of work and notify Contractor twenty-four (24) hours in advance of scheduling conflicts.

## 8.1 SITE PREPARATION:

The Contractor shall determine to what degree (if any) the worksite shall be altered to effectively and efficiently perform the work. The Contractor shall perform all setups to include moving of equipment, assembly and dismantling of equipment including but not limited to ladders, scaffolding, ramps, cleaning of equipment, etc. If the Contractor decides MHE pretreatment (i.e. paint/stain removal, etc.) is deemed appropriate, the Contractor shall perform the work.

Site preparation, cleaning, and setup fees shall not be a separate charge and shall be included in totality of the Contractor's estimate.

## 8.2 COUNTY FURNISHED PROPERTY (CFP):

The County will not provide CFP. The Contractor shall provide all equipment, materials and supplies, tools, devices ladders, platforms, scaffolding, ramps, weights, etc., as may be required to perform the work. The County's responsibilities will be limited to providing the Contractor with access to the work locations, facilities, and access to an electrical power supply.

## 8.3 SAFETY PRECAUTIONS:

The Contractor shall practice safety at all times to protect personnel and property of both the County and the Contractor. Where practical, loads shall be applied by use of an auxiliary hoist using dynamometers or other load-measuring devices in place of test weights.

8.3.1 Contractor Safety Standard – Before the start of any work, the Contractor shall review the County WPCB “Contractor Safety Standard” (Exhibit C). The County will enforce this “Contractor Safety Standard” and take prompt corrective action, which may include removal of Contractor’s personnel from the worksite.

#### 9.0 CHECK-IN AT SITE AND SIGN-OFF

The Contractor’s employees shall check-in and out with the Security Guard and the County Project Officer for each time visit at the County premises. In addition, the work ticket(s) shall be validated and sign-off by the County Project Officer or designee as work performed approval and acceptance.

#### 10. INVOICES

**The County shall reimburse the Contractor for the time spent on the job only.** The traveling, preparing, and estimating time shall be at the Contractor’s expense.

All work tickets shall be approved by the County Project Officer, or the designee who is in charge of the assignment before final invoices are submitted for payment. The original approved and sign-off work ticket(s) shall be attached to the invoices; including the current P.O. number and the work order number.

#### 11. RECORD BOOK

Upon completion of the first stage of inspections, the Contractor shall submit to the County Project Officer a completed inspection record book of all MHE as listed in this solicitation:

- 11.1.1 The inspection record book shall clearly identify the MHE per the requirements of this solicitation with an authorized signature.
- 11.1.2 Each page of the record book must have a stamped in ink PASSED or FAILED indication on each page indicating inspection (PASSED or FAILED) load testing (PASSED or FAILED), hook dye testing PASSED or FAILED.
- 11.1.3 Each page must have a code deficiency, repairs required and warning labels that need to be installed.
- 11.1.4 As the repairs are made, a new page(s) shall be supplied with the invoice to be exchanged in the record book. Payment to the Contractor may be withheld until all pages are submitted.
- 11.1.5 On any equipment, hoist, or bridge cranes that the Contractor determines to be unsafe to operate, the Contractor shall install a “lockout tag-out” on the equipment. Repair quotes must be received by the County Project Officer within 24 hours. The Contractor shall be able to start repairs as soon as parts arrive. Parts shall be ordered via next-day air delivery.
- 11.1.6 Each page of the record book must have a condition code 0 to 10, 0 BEING NOT APPLICABLE, 1 BEING EXCELLENT CONDITION, 10 BEING UNSAFE.
- 11.1.7 All Runways, Bridge, Trolley, Main hoist, Aux hoist and general location shall be listed. Each page will have the customer I.D. location, equipment description, address location, date of the inspection, inspector’s name, load test date, date of the hook testing, capacity in tons, crane manufacturer, crane model number, crane serial number, hoist manufacturer, hoist model number, hoist serial number, wire rope diameter, wire rope length, hook throat opening, and dye non-diameter test findings.

## 12. METHODS OF MEASURING PERFORMANCE

Performance under this contract will be measured during the term of the contract by evaluation of the following criteria:

- 12.1 Adherence to contract terms and conditions;
- 12.2 Ability to troubleshoot and resolve problems in a timely manner;
- 12.3 Maintaining accurate inspection and repair records;
- 12.4 Providing repair parts in a timely manner for all inoperable or malfunctioning equipment;
- 12.5 Adherence to established schedules, (timely completion of projects);
- 12.6 Ability to effectively supervise their employees in the field to ensure their productive use of time;
- 12.7 Mean time to response to emergency request work order within 4 hours;
- 12.8 Mean time to response to urgent request work order within 8 hours;
- 12.9 Mean time to complete emergency work within 48 hours or lock-out/tag-out unsafe equipment.

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-ITB-297

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-ITB-297.

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 inspection, documentation and routine preventative maintenance and repair  
services for Material Handling Equipment. 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 September 1, 2021 and must be completed no later  
than August 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract  
Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a  
bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for  
not more than 4 (four) additional 12-month periods, from September 1, 2022 until August 30, 2026 (each  
a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are  
together the "Contract Term".

## **5. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. **22-DES-ITB-297** 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 August 30, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 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. 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.

**12. DELIVERY**

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

**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. 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.

## **22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

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

**27. 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.

**28. 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.

**29. 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.

**30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

#### **41. 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.

#### **42. 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)

#### **43. 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.

#### **44. 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.



**45. AMENDMENTS**

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

**46. 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.

**47. 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

**48. 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.

**49. ARBITRATION**

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

**50. 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.

**51. 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.

**52. 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.

**53. NO WAIVER OF SOVEREIGN IMMUNITY**

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

**54. 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.

**55. 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.

**56. 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.

**57. 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.

**58. 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

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

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

**59. 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.

**60. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**61. 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.

**62. INSURANCE REQUIREMENTS**

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

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

- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

**63. 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.

**64. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

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

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

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

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

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

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

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

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

**IV. ATTACHMENTS AND FORMS**

**Attachment A – Pricing Sheet**  
(See Attached)

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 22-DES-ITB-297

B I D F O R M

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

BIDS WILL BE OPENED AT 2:00 P.M. ON AUGUST 24TH, 2021

FOR PROVIDING INSPECTION, DOCUMENTATION, AND ROUTINE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR MATERIAL HANDLING EQUIPMENT AT VARIOUS COUNTY FACILITIES 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: CORPORATION

LIMITED PARTNERSHIP

*(check the applicable option)*

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC: \_\_\_\_\_

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

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



HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES  NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES  NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES  NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS? YES  NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES  NO

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION? YES  NO

BIDDER STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT: [HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

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

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

### MINIMUM QUALIFICATIONS

FAILURE TO SUBMIT THE FOLLOWING WITH YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID

#### FIRM EXPERIENCE:

The bidder must have been in continuous operation performing crane/hoist inspection for a minimum of five (5) years. Bidders experience shall be verifiable through references. All assignments shall be with personnel meeting the personnel qualifications.

- REFERENCES: With your bid, show at least two (2) examples of work performed under similar contracts (dollar amount and complexity) with a public entity (i.e., federal, state, local government preferred). References shall indicate the type of work performed, dollar amount, and contact information for the jurisdiction the work was performed for. Bidders must show at least 5 years of continuous experience doing crane inspection.

**PERSONNEL:**

All personnel for crane inspection shall have appropriate licensing and/or certifications that enable that person to perform the task(s). Bidders shall have and maintain at a minimum one (1) person who shall represent the Contractor on the job site as supervisor/foreman. This person shall have at least five (5) years' experience in this field of work. This person shall have authority to make decisions within the scope of this Contract on behalf of the Contractor.

- RESUMES: With your bid, provide resumes of at least 1 (one) supervisor/foreman and at least 3 (three) technicians to be utilized under this contract with evidence of certification and training from the National Crane Certification, to include crane safety and crane operation training. Similar training/certification may be accepted.

**FAILURE TO SUBMIT ANY OF THE ABOVE WILL RESULT IN REJECTION OF THE BID**

**BID SUBMITTALS**

The lowest responsive and responsible bidder will be required to submit these within 24 hours of the bid opening date and time:

**SAFETY & INSPECTION PROCEDURES:** Bidder will be required to provide a copy of the bidder's written Safety Procedures & written Inspection Procedures applicable to the scope of work. If not included with the bid, the lowest responsive and responsible bidder will be required to submit this within 24 hours of the bid opening date and time.

**SUBCONTRACTORS:** Bidder will be required to provide a list of Sub-Contractors, if any, proposed to be utilized under this contract. If not included with the bid, the lowest responsive and responsible bidder will be required to submit this within 24 hours of the bid opening date and time.

**PRICING SHEET: BIDDERS MUST FILL OUT AND ATTACH ATTACHMENT A – PRICING SHEET WITH THEIR BID. FAILURE TO SUBMIT ATTACHMENT A WITH YOUR BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.**

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:

---

---

---

---

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

---

---

---

---

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

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

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

\_\_\_\_\_

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

REFERENCES

Bidders should provide at least two (2) examples of work performed under similar contracts (dollar amount and complexity) with a public entity (i.e., federal, state, local government preferred). References shall indicate the type of work performed, dollar amount, and contact information for the jurisdiction the work was performed for. Bidders must show at least 5 years of continuous experience doing crane inspection.

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: \_\_\_\_\_