



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

CONTRACT AWARD COVERPAGE

TO: Kolex Collision Center, LLC
8180 Newington Road
Lorton, Virginia 22079

DATE AWARDED: March 22, 2024
CONTRACT NO: 24-DES-ITB-525a
CONTRACT TITLE: Automotive Body Damage and Mechanical Repair Services

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

The contract documents contain the terms and conditions of AGREEMENT No. 24-DES-ITB-525a, including any attachments or amendments. Kolex Collision Center, LLC will be the first vendor in the rotation. **Failure to meet the County’s requirements at the time of order will result in the County proceeding to the next Contractor in the rotation.**

EFFECTIVE DATE: 3/28/2024

EXPIRES: March 31, 2025

RENEWALS: Four (4) 1-year Renewals Remaining until March 31, 2029

ATTACHMENTS:

AGREEMENT No. 24-DES-ITB-525a

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Johan Rosas **VENDOR TEL. NO.:** (571) 290-7888

EMAIL ADDRESS: jrosas@kolex-collision.com

COUNTY CONTACT: Cristian “Matt” Davila, DES-EB **COUNTY TEL. NO.:** (703) 228-6467

COUNTY CONTACT EMAIL: cmdavila@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price **Title** Procurement Officer **Date** 3/28/2024



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

AGREEMENT NO. 24-DES-ITB-525a

THIS AGREEMENT is made, on March 22, 2024, between Kolex Collision Center, LLC, 8180 Newington Road, Lorton, Virginia 22079 (“Contractor”) a Virginia limited liability Company 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
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Contractor Performance Evaluation Form
- Arlington County Invitation to Bid No. 24-DES-ITB-525, incorporated by reference.

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 all labor, supervision, material, supplies, tools, parts, equipment, quality controls, security, and facilities to perform automotive body and mechanical repair and related services due to accidents in a timely manner on passenger vehicles and light trucks, including but not limited to, sedans, light trucks up to Ford Super Duty 14,500 GVW or equivalent and similar equipment such as vans, etc., for Arlington County on an as-needed basis. 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

The Work will commence on 3/28/2024 and must be completed no later than March 31, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through the issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods from April 1, 2025 to March 31, 2029 (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. 24-DES-ITB-525 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The labor rates(s) will remain firm until March 31, 2025 ("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 labor rates(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, Motor Vehicle Maintenance and Repair, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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

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

7. PAYMENT TERMS

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

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk

and expense. The County will not be liable for payment for any purchases made by its employees that the County Purchasing Agent does not authorize.

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 signed writing.

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

The County will inspect all materials and workmanship at the Contractor's facility within ten days of repair completion and may test the repairs as it 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 damage date to the County's satisfaction. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

24. 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.

25. 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.

26. *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.

27. 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 of the termination notice.

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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. FORCE MAJEURE

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

36. 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.

37. 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.

38. 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.

39. 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, inaccurate report data, and other revisions required to bring the report(s) into compliance with this section.

40. 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.

41. 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.

42. AMENDMENTS

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

43. 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.

44. 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

45. 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.

46. ARBITRATION

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

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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:

Johan Rosas, General Manager
Kolex Collision Center, LLC
8180 Newington Road
Lorton, Virginia 22079
Phone: (571) 290-7888
Email: jrosas@kolex-collision.com

TO THE COUNTY:

Cristian Davila, Project Officer
DES Auto Equipment
2701 S Taylor Street
Arlington, Virginia 22206
Phone: (703) 228-6467
Email: cmdavila@arlingtonva.us

AND

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

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

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

56. ARLINGTON COUNTY BUSINESS LICENSES

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

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services, and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

59. 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 \$2,000,000 annual aggregate covering all premises and operations, including personal injury, completed operations, contractual liability, independent contractors, and product 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. Miscellaneous Errors & Omissions - \$1,000,000 per claim. The Contractor shall carry Miscellaneous Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering or failure to render professional services under the contract.
- e. Garage Liability - \$1 million Bodily Injury, Property Damage per occurrence.

- f. GarageKeepers Legal Liability - \$1Million Comprehensive, \$1 Million Collision. - The Contractor shall maintain insurance on goods in its care, custody, or control, while such property is being loaded, while in transit, and until such time the property is unloaded and set in place at its final destination. Such insurance shall be written at limits acceptable to the County.
- g. Property Insurance – Bailee – All Risk insurance covering property of the County while in the care, custody, or control of the Contractor for the purpose of having operations performed upon it. Such insurance shall insure the legal liability of the contractor for the replacement cost of such property and shall be written at a limit satisfactory to the County.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

60. 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.

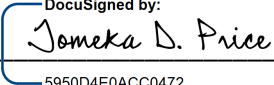
61. CONTRACTOR PERFORMANCE EVALUATION

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

KOLEX COLLISION CENTER, LLC

AUTHORIZED
SIGNATURE: 
DocuSigned by:
5950D4E0ACC0472...
NAME: Tomeka D. Price
TITLE: Procurement Officer
DATE: 3/28/2024

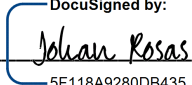
AUTHORIZED
SIGNATURE: 
DocuSigned by:
5F118A9280DB435...
NAME: Johan Rosas
TITLE: General Manager
DATE: 3/25/2024

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide all labor, supervision, material, supplies, tools, parts, equipment, quality controls, security, and facilities to perform automotive body and mechanical repair and related services due to accidents in a timely manner on passenger vehicles and light trucks, including but not limited to, sedans, light trucks up to Ford Super Duty 14,500 GVW or equivalent and similar equipment such as vans, etc., for Arlington County on an as-needed basis. Services include, but may not be limited to, vehicle pick-up and delivery for County vehicles and repair, replacement, and adjustment of minor or significant exterior body components, including fiberglass work and/or damaged mechanical systems.

The County reserves the right to obtain specialized or proprietary repairs from one or more specialty shops if determined to be in the County's best interest due to cost, length of time to complete work needed or the nature and extent of the specialized or proprietary work required.

The Contractor shall have all permits required to operate an automotive body and mechanical repair shop.

- A. Passenger Vehicles and Light Trucks Automotive Body Repair and Mechanical Services: The Contractor shall perform automotive repair services in accordance with all applicable federal, state, and local laws, OSHA, and EPA regulations to the best practices in industry standards for the work assigned. Work includes, but is not limited to:
1. Body and Fender (not all-inclusive)
 - i. Repair and replace Sheet metal components, glass, door, and window mechanisms, latching devices, bumpers, trailer hitches, and mounted accessories and devices.
 2. Body Filler
 - i. If repairs require a body filler product, it shall be applied to the finished repair at a thickness not exceeding 3/16".
 3. Welding
 - i. The Contractor shall use either stick welding equipment, Tungsten Inert Gas (TIG), or Metal Inert Gas (MIG) only. Gas welding is not acceptable.
 - ii. The Contractor shall disconnect all vehicle computer systems and batteries prior to welding. The Contractor shall be responsible for replacing vehicle computer systems and batteries due to failure to disconnect prior to welding.
 4. Frame: The Contractor shall have an automotive frame straightening machine with a qualified operator (on-site or under contract). Repair and/or replacement of the following components (not all-inclusive):
 - i. Frame rail
 - ii. Cross members
 - iii. Any component attached or constructed as part of the frame.
 - iv. Front End Alignments shall be performed as required.
 1. Thrust angle alignments are required for frame vehicles and four-wheel alignments for unibody vehicles.
 2. Each repair order shall provide a report of the readings after alignment.

5. Mechanical: Repair and/or replacement of mechanical components related to accident damage (not all-inclusive)
 - i. Front and rear suspension
 - ii. Drive train components
 - iii. Radiator condensers, coolers (oil, transmission, power steering)
 - iv. Airbags and related sensors and wiring
 - v. Steering columns, including all components and wiring
 - vi. Lights
 - vii. Emergency lighting and associated equipment (sirens, speakers, etc.)
 - viii. Computer controls and associated wiring repairs.
 - ix. Engines
 - x. Transmissions
 - xi. Final drives
 - xii. Extension slides
 - xiii. Hydraulic components
 - xiv. Steering motors and rack and pinions
 - xv. Air conditioning – The Contractor’s technicians and recovery/recycling equipment shall be certified in accordance with EPA Section 609 for the repair, recycling, and recharging of air conditioning systems.

6. Paint and Decals
 - i. The Contractor shall have a down-draft or cross-draft paint booth, a rust-proofing gun to spray new body panels and a paint-mixing machine. The Contractor shall prepare vehicles that require re-paint and/or re-finish by removing paint peel, scale, and rust in accordance with industry standards.
 - ii. Completed repairs shall be warranted against peeling, bubbling, fading, or other workmanship defects.
 - iii. The paint materials shall be equal to those of the original paint manufacturer. The paint finish shall be restored to the original manufacturer’s finish. The finish shall be tinted and blended to match the vehicle's existing color as closely as possible.
 - iv. The Contractor shall mask and protect all parts that are not required to be removed prior to painting.
 - v. Decals: Remove existing and re-apply new (to be provided by county).

- B. Passenger Vehicles and Light Trucks Mechanical Repair Services: Professional workmanship necessary for complex mechanical repair work. Services to include any and all, but shall not be limited to the following:
 1. Engine: Electronic scan and diagnosis
 - i. Repair or Replace engine gaskets, cylinder heads, turbos, water pumps, starters, alternators, belts, hoses, radiators, heater cores, and thermostats.
 - ii. Repair or Replace: Emission sensors, valves, wiring, coolers, fuel pumps, and relays.
 - iii. Repair or Replace: Oil, fuel, and transmission filters.

 2. Steering and Suspension
 - i. Repair or Replace power steering pumps, hoses, steering box, rack & pinion unit, tie rod ends, steering shaft, control arms, ball joints, kingpins, steering column, shock absorbers, airbags, and springs.

3. Cab-Door-Body
 - i. Repair or Replace door locks, door handles, window regulators, window motors, wiring, switches, door hinge pins, and bushings.
 - ii. Repair or replace outside lighting, headlamps, wiring, and dashboard assembly.
 - iii. Repair or Replace heaters/air conditioner-related parts, such as compressors, condensers, valves, sensors, hoses, and the control panel.
 - iv. Repair or Replace seat belts, mirrors, wiper motors, transmissions, washer pumps, and switches.
4. Chassis Exhaust
 - i. Replace or Repair exhaust manifolds, pipes, gaskets, valves, DPF, sensors, and wiring.
5. Transmission: Electronic scan and diagnosis
 - i. Repair or Replace wiring, sensors, TCM unit, filter, and fluid service.
6. Drive Line
 - i. Repair or Replace U-Joints, drive shafts, center bearings, rear-end oil leaks, noise, brakes, drums, rotors, drive hubs, axles, hardware, ABS sensors, ABS tone rings, ABS modules, oil seals, bearings, and CV shafts.
7. Replenish as necessary.
 - i. The addition of any fluid or air pressure with below OEM recommendations.

Contractor's Facility Location: The Contractor shall pick up and deliver County vehicles to the Equipment Bureau. The County reserves the right to deliver damaged passenger vehicles to the Contractor's location at its convenience, and upon completion, the Contractor will return the vehicle to the Equipment Bureau. In situations where a vehicle isn't drivable, the vehicle will be towed in by the County's awarded towing Contractor. Before delivery from the Contractor, the County will inspect the completed repairs at the vendor's facility to confirm that all repairs have been completed as requested. The Contractor's facility shall be within a 20-mile radius of the Arlington County Equipment Bureau (Trade Center) facility at 2701 South Taylor Street, Arlington, VA 22206.

Upon return of finished vehicles, the Contractor's employee will remain until the vehicle is inspected and accepted. After the County inspects the vehicle, if it is determined that repairs have not met the quality set forth in the contract, the Contractor will be notified of the defects and complete any necessary repairs within 24 hours. The vehicle will again be inspected and returned to the Equipment Bureau. The County will not be charged a fee for additional transport charges for additional inspections.

The Contractor shall assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the County under this contract.

Contractor's Responsibilities: The Contractor shall comply with the following:

- A. **Contractor's Capacity to Perform:** The Contractor shall ensure their capacity to perform work under this contract, regardless of other contractual responsibilities to the County or elsewhere. The Contractor shall be capable of commencing work within the scheduled time frame. The Contractor shall ensure adequate resources (personnel and equipment) are available to accomplish all work within the specified timeframe and to the County's satisfaction.

- B. Experience, Qualified Personnel: The Contractor shall provide competent, experienced, qualified, and properly trained personnel to perform on-demand diagnostic and repair work as requested by the County. Lead Technicians shall be certified by at least one of the following: the National Institute for Automotive Service Excellence (ASE), the Original Equipment Manufacturer (OEM), or the Inter-Industry Conference on Automotive Collision Repair (I-CAR). Technicians shall possess a current and valid certification and maintain their credentials throughout the contract term.

- C. Safety: Contractor and personnel shall adhere to all applicable OSHA and VOSH standards and laws to ensure a safe work environment for County employees, visitors, citizens, and Contractor personnel while working for the County. To further ensure the utmost safety is followed, the County requires the following:
 - 1. Licensed Operators: In order to move vehicles around your lot, the County expects qualified technicians to possess a valid, current driver's license and, if necessary, a Commercial Driver's License (CDL) in accordance with the provisions of current Virginia law or the governing law of the business.

 - 2. Accidents: The Contractor shall immediately notify the County of all accidents. The driver should not leave the scene until released by law enforcement and followed up by completing a field report, including pictures to document the situation. The County expects all insurance claims to be reported or handled within twenty-four (24) hours of the accident.

- D. Communication: The County expects responsive, timely communications regarding the status of all vehicle repairs and maintenance in order to limit delays and maximize productive use of County resources and personnel. A contractor supervisor shall provide a direct number for quick updates and communication. County employees are required to advise Contractor personnel whenever a County vehicle is dropped off for service, and likewise, an estimated time of completion shall be given to the County employee.

Material and Quality of Workmanship: All Contractor services and employees shall perform quality work according to the prevailing professional, ethical, and business standards of the industry and to the satisfaction of the County. The Contractor shall guarantee all work to be performed in accordance with the manufacturer's recommendations and standards or by the enclosed Scope of Work. The Contractor shall implement safeguards to eliminate accidents, downtime, and mistakes while promoting quality workmanship in adherence to all applicable local, state, and federal laws.

- A. Parts, Materials, and Service – Original Equipment Manufacturer (OEM): The County expects all parts and services performed under this contract to be in accordance with or exceed OEM specifications, warranties, and recommendations. All parts shall be new, OEM, or a national brand name unless approved in writing by the County. Used or aftermarket parts may be required at the discretion of the County's Equipment Bureau. The decision to use aftermarket parts will be based on third-party estimates and/or appraisals and will be made by the County's project officer.

Safety for Emergency Response Vehicles, including marked and unmarked vehicles, shall be secured by the Contractor, including the confidential nature of these vehicles. Security shall include:

- A. Prohibition of handling and tampering with special equipment
- B. The integrity of mechanics and staff

- C. Overnight storage in the garage bays or an inside storage area. For the purpose of this contract, "inside storage" shall include storage within a secured area, which shall include a locked, fenced area acceptable to the County. None of these vehicles may be left outside.

Mandatory Response Times:

- A. Body Damage Repairs: The Contractor shall complete accident-related repairs within 21 calendar days from the date of vehicle release to the Contractor by the County. Estimated completion time shall be included in every estimate. Upon the Contractor's written request, additional time to complete repairs for previously hidden damages or delivery delays for parts will be considered.
- B. Emergency Repairs: The Contractor shall complete the requested work within forty-eight (48) hours or at such an interval or schedule as mutually agreed upon by the Contractor and the County. When a County emergency services vehicle (priority work), is delivered to the Contractor's shop without an appraisal, the Contractor shall prepare a written appraisal to the County within three (3) business days and require written approval by the County (Equipment Bureau supervisor) before commencing work.
- C. Additional Services: Additional automotive consultation or related services may be requested and negotiated as needed.

Estimates:

The Contractor shall accept and follow the written appraisal provided by the County's insurance carrier, the insured's insurance carrier, or, when necessary, the contracted vendor's provided appraisal, according to the terms and conditions of the contract. Each job cost will be limited to this appraisal, except when modified or supplemented by the appraiser. When damaged vehicles are delivered to the Contractor's shop, the Contractor shall disassemble (tear-down) within 24 hours or on the next business day, to facilitate an estimate or appraisal and provide to the County. The County will review the estimate or appraisal to determine and approve all the necessary repairs. The County reserves the right to use alternative parts or labor upon review and request.

Procedures for Work Assignments

The County will assign work on a rotating basis. Failure to meet the County's requirements at the time of order will result in the County proceeding to the next Contractor in the rotation. The County Project Officer will issue a purchase order ("PO") for all repairs. Within forty-eight (48) hours after receipt of the County's request, the Contractor shall submit a written cost proposal in the form of a not-to-exceed amount based on the hourly rates to include time and materials necessary to complete the repairs. The Cost Proposal shall include all travel, labor, disposal fees, profit and overhead, and all other expenses as may be necessary to complete the necessary work.

**EXHIBIT B
CONTRACT PRICING**

REVISED ATTACHMENT A - PRICING SHEET					
<p>Bidder agrees to provide all material, labor, equipment, transportation, and incidentals in accordance with the conditions of the bid and specifications. Costs incurred for; material acquisition; handling, delivery, and movement of Contractor-owned or rented equipment; project administration; inspections; disposal fees; estimates and administrative duties are considered to be overhead and must be included in the hourly labor rates listed on the Pricing Sheet.</p>					
<p>Percentage Discount: The Contractor shall provide parts at a percentage discount from the manufacturer’s suggested retail price. The percentage discount bid must be a single discount applicable to all parts ordered and remain firm for the duration of the contract.</p>					
<p>Price List: The Contractor shall apply the percentage discount to the published unit price in effect at the time the order is placed. When requested by the County, the Contractor shall provide originals or certified copies of invoices issued by its supplier(s) detailing the materials used on the assigned job.</p>					
<p>Contractor's Percentage Discount to all parts ordered from the manufacturer’s suggested retail price.</p>		10%			
<p>Mechanical Repair Services, scheduled and emergency, shall be billed based on “time and materials.” The Contractor shall only pass through the actual total invoice cost of obtaining parts and materials that have been used on behalf of the County.</p>					
<p>Bidder Name: _____</p>					
A: Mechanical Repair	Est. hours	Hourly Rate	Extended pice	X Multiplier	Total
<i>Mechanical Labor Rate</i>	100	\$ 120.00	\$ 12,000.00		
<i>Emergency Mechanical Labor Rate</i>	100	\$ 165.00	\$ 16,500.00		
Total Estimated Cost for A. Mechanical Repairs			\$ 28,500.00	40%	\$ 11,400.00
B: Body Damage Repair			\$ -		
<i>Body Damage Labor Rate</i>	100	\$ 40.00	\$ 4,000.00		
<i>Emergency Body Damage Labor Rate</i>	100	\$ 54.00	\$ 5,400.00		
Total Estimated Cost for B. Body Damage Repairs			\$ 9,400.00	60%	\$ 5,640.00
*GRAND TOTAL OF SECTIONS A. AND B.					\$ 17,040.00

3. Project Schedule

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

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

4. Subcontractor Management

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

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

5. Safety

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

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

6. Environmental Compliance

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

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

7. Change Orders

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

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

8. Paperwork Processing

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

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

9. Supervisory Personnel

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

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

10. Expertise, Knowledge and Experience

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

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

11. Project/Contract Closeout

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

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

12. Level of Overall Performance

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

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

Yes No

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

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

Signatures and Certifications:

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

Evaluator’s Signature: _____ Date: _____

Evaluator’s (PjO) Printed Name _____

Evaluator’s Title: _____

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

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

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

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

END