

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

**NOTICE OF CONTRACT AWARD**

MARYLAND FIRE EQUIPMENT CORP  
ATTN: R. SCOTT COLVIN  
1228 WILKINS AVENUE  
ROCKVILLE, MD 20852

DATE ISSUED:

APRIL 18, 2019

CURRENT REFERENCE NO:

19-237-R

CONTRACT TITLE:

PROVIDES FIRE EQUIPMENT

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**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.**

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The contract documents consist of the terms and conditions of ATTACHMENT A, NOA including any attachments or amendments thereto.

**EFFECTIVE DATE:** APRIL 18, 2019

**EXPIRES:** MAY 1, 2023

**RENEWALS:** FOUR (1) ONE YEAR RENEWAL OPTIONS

**COMMODITY CODE(S):** 34020

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

ATTACHMENT A - NOTICE OF AWARD

ATTACHMENT B - AGREEMENT

ATTACHMENT C - INVITATION TO BID

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** MANDY GERMAN

**VENDOR TEL. NO.:**

(301) 881-2713 EXT. 102

**EMAIL ADDRESS:** mgeman@marylandfire.com

**COUNTY CONTACT:** JOHNETTE SHAW HILL

**COUNTY TEL. NO.:**

(703) 228-4659

**COUNTY CONTACT EMAIL:** jhill@arlingtonva.us

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

**RIDER AGREEMENT NO. 19-237-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Maryland Fire Equipment Corporation** ("Contractor"), a Corporation with a place of business at 1228 Wilkins Avenue, Rockville, MD 20852 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A, Acceptance Agreement Contract NO. 5033123, Exhibit B, ITB NO. 7017114 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **County of Prince William** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the County of Prince William and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase County of Prince William wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

**2. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than May 1, 2023 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if **County of Prince William** renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract prices for not more than an additional twelve (12) month periods from the **County of Prince William** ("Subsequent Contract Term"). However, if **County of Prince William** does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the May 1, 2023 contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the Pricing Schedule set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

#### **4. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **5. SCOPE OF WORK**

The Contractor agrees to provide FIRE-Nozzle and Fire Fighting Equipment (hereinafter "the Work").

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### **6. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### **7. COUNTY PURCHASE ORDER REQUIREMENT**

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

#### **8. NON-APPROPRIATION**

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

#### **9. PAYMENT OF SUBCONTRACTORS**

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

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

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

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements 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 providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

**During the performance of this Contract, the Contractor agrees as follows:**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

## **12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

## **13. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

## **14. RELATION TO COUNTY**

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

## **15. DISPUTE RESOLUTION**

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it,

together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

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

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**17. FORCE MAJEURE**

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

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

**18. NOTICES**

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

**Contact Information for the Contractor:**

**Contact Information for the Department (Fire Department)**

Johnette Shawn Hill  
2100 Clarendon Blvd., Suite 400  
Arlington, VA 22201

**Contact Information for Arlington County (Legal Authorization):**

Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201  
Attn: Sharon Lewis  
Email: SLewis1@arlingtonva.us

**19. 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.

**20. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, 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. Insurance Guides, and acceptable to the County.

**21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all 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

AUTHORIZED  
SIGNATURE: 

NAME: FRANCINE MORRIS  
TITLE: PURCHASING DIVISION

DATE: 4/23/2019

COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE:  V.P.

NAME AND  
TITLE: R. Scott Colvin, Vice President

DATE: 4/18/2019



# EXHIBIT A



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703 Fax (703) 792-4611

FINANCE DEPARTMENT  
Purchasing Division

DATE: May 1, 2018

### ACCEPTANCE AGREEMENT

Prince William County, Virginia, hereby accepts the Solicitation response submitted by the Contractor in response to the County's Solicitation. This Acceptance Agreement constitutes a Contract between the Contractor and the Board of County Supervisors of Prince William County, Virginia, or the Approving Authority identified below.

#### CONTRACTOR:

**Maryland Fire Equipment Corporation**  
**Attn: R. Scott Colvin, Vice President**  
**1228 Wilkins Avenue**  
**Rockville, MD 20852**

Telephone: **301-881-2713** Facsimile: **301-881-3477** Email: **scolvin@marylandfire.com**  
Representative and Title: **Scott Colvin, Vice President**

CONTRACT TITLE: **Firefighting Equipment**

CONTRACT NUMBER: **5033123**

CONTRACT PERIOD: **May 1, 2018 to May 1, 2019**

RENEWAL OPTIONS: **4**

CONTRACT TYPE: **Fixed Price**

COUNTY CONTRACT ADMINISTRATOR: **Battalion Chief Jason Reese**

THIS CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS AND ARE IN THE ORDER OF PRECEDENCE IN THE EVENT OF AN INCONSISTENCY:

1. This Acceptance Agreement.
2. The County's Solicitation No. **7017114 – Firefighting Equipment** issued **March 23, 2018**.
3. The Contractor's Solicitation Response dated **April 9, 2018**

Please note: Contractors shall comply with the following sections of IFB No. 7017114:

#### **I.7 DELIVERY**

Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the Contractor. The County requires the Contractor to deliver within a reasonable time ARO. If the Prospective Contractor does not submit an alternative delivery time with their response, the Prospective Contractor is deemed to offer delivery in accordance with the County's desired delivery time as stated below:

Agency desires delivery time: 30 calendar days ARO

#### **II.11 BID PRICES AND ACCEPTANCE:**

Bid prices unless otherwise specified, must be net, including, but not limited to, transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that a Bidder may offer. The



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703 Fax (703) 792-4611

FINANCE DEPARTMENT  
Purchasing Division




County will not consider prompt payment discounts offered in a bid in determining Contract award. Should the County accept the Bidder's bid and award a contract, prices shall remain firm for the period of the Contract unless otherwise agreed to by both parties. Bidder warrants by virtue of bidding that prices, terms, and conditions reflected in its bid submittal shall be firm for an acceptance period of at least 120 calendar days from bid due date, unless otherwise stated in its bid submittal.

### Attachment 1 – Scope of Work

#### Minimum Orders:

There shall not be any minimum order requirements set forth by the Contractor. If a bidder lists a minimum order in its bid, its bid will be ruled non-responsive.

Contract line items awarded are attached to this Acceptance Agreement. The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall act as the Contractor's Notice to Proceed. Contractor shall not deliver goods and services prior to receiving an approved Purchase Order.

APPROVAL	SIGNATURE	PRINT NAME AND TITLE	DATE
Contractor		R. Scott Colvin	5/2/2018
Prince William County Dept. of Fire & Rescue		MATT SMOLSKY	5/3/18
Prince William County Purchasing Manager		Adam Manne, Purchasing Manager	5-4-2018

**FIREFIGHTING EQUIPMENT****CATALOG DISCOUNT IFB 7017114**

<b>Line No.</b>	<b>Brand</b>	<b>Contractor(s)</b>	<b>Percent Discount/Price</b>
7	Akron Parts	MARYLAND FIRE EQUIPMENT CORPORATION	31
8	Alco - Lite Ladders	MARYLAND FIRE EQUIPMENT CORPORATION	21
10	Amerex	MARYLAND FIRE EQUIPMENT CORPORATION	50
22	Cairns	MARYLAND FIRE EQUIPMENT CORPORATION	40
25	Circle D	MARYLAND FIRE EQUIPMENT CORPORATION	18
26	Circle-D Lights	MARYLAND FIRE EQUIPMENT CORPORATION	18
40	Duo Safety Ladder	MARYLAND FIRE EQUIPMENT CORPORATION	18
43	Elkhart	MARYLAND FIRE EQUIPMENT CORPORATION	42
45	Elkhart Brass Parts	MARYLAND FIRE EQUIPMENT CORPORATION	42
62	Groves Ready Rack	MARYLAND FIRE EQUIPMENT CORPORATION	15
71	Honeywell/RAE systems parts	MARYLAND FIRE EQUIPMENT CORPORATION	15
87	National Foam	MARYLAND FIRE EQUIPMENT CORPORATION	30
100	Red Head Brass	MARYLAND FIRE EQUIPMENT CORPORATION	30
144	Wehr	MARYLAND FIRE EQUIPMENT CORPORATION	10



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703 Fax (703) 792-4611

FINANCE DEPARTMENT  
Purchasing Division



### CONTRACT MODIFICATION

COUNTY CONTRACT NAME: <b>Firefighting Equipment</b>	MODIFICATION DATE: <b>April 30, 2019</b>
COUNTY CONTRACT NUMBER: <b>5033123</b>	MODIFICATION NUMBER: <b>1</b>

The Contract is hereby modified as follows:

1. Contract Renewal Option Year 1 is hereby exercised for one year commencing on May 1, 2019 and terminating on May 1, 2020.
2. Line 7 – Akron Parts on the attachment is deleted and Line 1 in Ascend – Akron Parts is also deleted.
3. Line 25 – Circle D on the attachment is deleted and Line 5 in Ascend – Akron Parts is also deleted.
4. Line 43 – Elkhart on the attachment is deleted and Line 45 in Ascend – Elkhart is also deleted.
5. Line 71 – Honeywell/RAE systems parts is deleted and Line 11 in Ascend – Honeywell/RAE systems parts is also deleted.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING AGENCY:  <b>Department of Fire and Rescue Prince William County, VA</b>	CONTRACTOR'S BUSINESS NAME AND ADDRESS: (print)  <b>Maryland Fire Equipment Corporation Attn: R. Scott Colvin, Vice President 1228 Wilkins Avenue Rockville, MD 20852 <a href="mailto:scolvin@marylandfire.com">scolvin@marylandfire.com</a></b>
AGENCY'S AUTHORIZED SIGNATURE AND DATE:  <b>Pete Shires</b> <small>Digitally signed by Pete Shires DN: cn=Pete Shires, o=Fire and Rescue, ou=Logistics, email=pshires@pwcgov.org, c=US Date: 2019.05.01 10:19:36 -04'00'</small> Signature _____ Date _____	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:   <u>5/9/2019</u>
PURCHASING MANAGER'S SIGNATURE AND DATE:   <u>5-10-19</u> Adam Manne, Purchasing Manager	CONTRACTOR'S NAME AND TITLE: (print)  <u>R. Scott Colvin, Vice President</u>

# FIREFIGHTING EQUIPMENT

CATALOG DISCOUNT IFB 7017114

Line No.	Brand	Contractor(s)	Percent Discount/Price
<del>7</del>	Akron Parts	MARYLAND FIRE EQUIPMENT CORPORATION	<del>31</del>
8	Alco - Lite Ladders	MARYLAND FIRE EQUIPMENT CORPORATION	21
10	Amerex	MARYLAND FIRE EQUIPMENT CORPORATION	50
22	Cairns	MARYLAND FIRE EQUIPMENT CORPORATION	40
<del>25</del>	Circle-D	MARYLAND FIRE EQUIPMENT CORPORATION	<del>18</del>
26	Circle-D Lights	MARYLAND FIRE EQUIPMENT CORPORATION	18
40	Duo Safety Ladder	MARYLAND FIRE EQUIPMENT CORPORATION	18
<del>43</del>	Elkhart	MARYLAND FIRE EQUIPMENT CORPORATION	<del>42</del>
45	Elkhart Brass Parts	MARYLAND FIRE EQUIPMENT CORPORATION	42
62	Groves Ready Rack	MARYLAND FIRE EQUIPMENT CORPORATION	15
<del>73</del>	Honeywell/NAE systems parts	MARYLAND FIRE EQUIPMENT CORPORATION	<del>15</del>
87	National Foam	MARYLAND FIRE EQUIPMENT CORPORATION	30
100	Red Head Brass	MARYLAND FIRE EQUIPMENT CORPORATION	30
144	Wehr	MARYLAND FIRE EQUIPMENT CORPORATION	10



## CONTRACT MODIFICATION

COUNTY CONTRACT NAME:  Firefighting Equipment	MODIFICATION DATE: April 24, 2020
COUNTY CONTRACT NUMBER: 5033123	MODIFICATION NUMBER: 2

The Contract is modified as follows, in accordance with Section I.3:

1. The Contract is extended for a period of one (1) year beginning May 2, 2020 and ending May 1, 2021.  
This is renewal 2 of 4 optional contract renewal periods.

Except as noted herein, all other provisions and pricing remain unchanged.



PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT:  <b>DEPARTMENT OF FIRE AND RESCUE</b>	CONTRACTOR'S BUSINESS NAME, ADDRESS AND CONTACT:  <b>MARYLAND FIRE EQUIPMENT CORPORATION</b> 1228 Wilkins Avenue Rockville, MD 20852
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE: Patrick Jason Reese <small>Digitally signed by Patrick Jason Reese Date: 2020.04.30 11:04:49 -04'00'</small>	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:  <u>4/28/2020</u>
PROCUREMENT SERVICES' SIGNATURE AND DATE:  <b>Adam Manne</b> <small>Digitally signed by Adam Manne Date: 2020.04.30 11:36:12 -04'00'</small> LPO Adam Manne, Head of Procurement Services	CONTRACTOR'S NAME AND TITLE: (print) <b>R. Scott Colvin, Vice President</b> <u>4/28/2020</u>

EXHIBIT B



**Prince William County Government  
Department of Finance  
Purchasing Office**

1 County Complex Court (MC460), Suite 205, Prince William, Virginia 22192-9201  
(703) 792-6770 Fax: (703) 792-4611  
[www.pwcgov.org/purchasing](http://www.pwcgov.org/purchasing)

**Invitation to Bid**

Title **Firefighting Equipment**  
Published Date **23-MAR-2018 15:00:00** Due Date **09-APR-2018 15:00:00**  
Time Zone **Eastern Time**

*Please submit your response to:*

Company **Prince William County**  
Buyer **SPOLLEN, Ms. CHARLENE**  
Location **Prince William County**  
**1 County Complex Court (MC460), Suite 205**  
**Prince William, VA 22192**  
**United States**  
Phone **703-792-6793**  
Email **CSPOLLEN@PWCGOV.ORG**

***Question and Answers:***

Submit Questions to **SPOLLEN, Ms. CHARLENE**  
Fax  
Email **CSPOLLEN@PWCGOV.ORG**  
Submit Questions **28-MAR-2018**  
by  
Questions will be **03-APR-2018**  
answered by

## Contract Terms and Conditions

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## **Terms and Conditions**

### **I. SPECIAL PROVISIONS**

#### **I.1 SCOPE OF WORK**

See Attachment 1 for the Scope of Work.

#### **I.2 CONTRACT PERIOD**

The base Contract period shall be for one year from date of Contract award.

#### **I.3 RENEWAL OF CONTRACT**

The County may renew this Contract for four (4) successive one year periods under the terms and conditions of the original Contract. Price increases may be negotiated only at the time of renewal. The Contractor will receive written notice of the County's intent to renew the contract approximately 90 calendar days prior to the expiration date of each Contract period.

#### **I.4 CONTRACT AMOUNT**

In return for the services identified in this Contract, and subject to the "Non-Appropriation of Funds" clause, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Pricing Schedule.

#### **I.5 CANCELLATION OF CONTRACT**

The County reserves the right to cancel and terminate the Contract, in part or in whole, without penalty, upon 60 calendar days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, either party, without penalty, may terminate the Contract after the initial 12 months of the Contract period upon 60 calendar days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **I.6 INSPECTION AND ACCEPTANCE**

1. Goods and services, which throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, and work performed, shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
2. The County shall notify the Contractor when goods are defective in material or workmanship or otherwise not in compliance with the County's requirements. The County has the right to:

- Reject,
- Reject and request replacement, or
- Reject and request a defect correction.

At the County's direction, the Contractor shall promptly and at its own expense:

- Remove the defective goods,
  - Remove and replace the defective goods, or
  - Correct the defect and resubmit same goods for acceptance (Contractor shall disclose the previous rejection).
3. If the Contractor fails to promptly remove such goods that are required to be removed or replaced, or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.
  4. Contractor shall conduct and complete all services in accordance with recognized and customarily accepted best practices, unless otherwise specified by the County. When the Contract Administrator or designee approves services as acceptable, consider the services complete. In the event of rejection of any services provided, notify the Contractor and provide 15 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

## **I.7 DELIVERY**

Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the Contractor. The County requires the Contractor to deliver within a reasonable time ARO. If the Prospective Contractor does not submit an alternative delivery time with their response, the Prospective Contractor is deemed to offer delivery in accordance with the County's desired delivery time as stated below:

Agency desires delivery time: 30 calendar days ARO

## **I.8 TRANSPORTATION AND PACKAGING**

All Bidders certify that the price bid for FOB destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly labeled on the outside with the Purchase Order number.

## **I.9 INVOICING**

Contractor shall submit invoices to the "Bill To" on the Purchase Order within thirty calendar days after providing goods and services. As a minimum, invoices shall reflect the following:

- Contractor's name and address;
- Contract number and purchase order number;
- Task, work, or job order (if issued);
- Detailed listing of goods and services provided;
- Items and quantities ordered, shipped, and backordered;
- Destination and delivery date of goods and services; and
- Receipts and delivery tickets, if applicable.

#### **I.10 QUANTITIES**

Quantities set forth in this Solicitation are estimates only and the Contractor shall supply at bid prices actual order quantities, regardless of whether such total quantities are more or less than those shown.

#### **I.11 TIME OF THE ESSENCE AND COMPLETION**

Time shall be of the essence to this Contract, except where it is specifically provided to the contrary, provided that schedules are mutually agreed to and the Contractor shall not be responsible for delays and related damages due to circumstances or events beyond its direct control.

#### **I.12 WARRANTY**

The Contractor warrants that (1) the goods and services provided to the County are fit and sufficient for the purpose intended; (2) goods and services are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and (3) goods and services provided to the County conform to the County's specified requirements. Manufacturer's standard product warranties shall apply.

#### **I.13 RIDER CLAUSE**

The Contractor may authorize the extension of this Contract to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify other public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, ordinances, and policies. If mutually agreed, other public bodies may add terms and conditions required by their laws, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions. The County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

#### **I.14 USE OF BRAND NAMES**

Unless otherwise provided in the Solicitation, the name of a certain brand, make, or manufacturer, or definite

specifications is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specifications; it is to set forth to convey to prospective Bidders the general style, type, character, and quality of article desired.

Any other brand, make, device, or equipment, which is recognized as an equal product, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, shall be considered responsive to the specifications in the County's sole discretion.

#### **I.15 PRODUCT AVAILABILITY/SUBSTITUTION**

Unless approved in writing, the County expressly prohibits the Contractor from substituting a product, brand, or manufacturer after the award of Contract. At its discretion, the County may require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the County, for a price no greater than the Contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

#### **I.16 PRODUCT INFORMATION**

The Prospective Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the Solicitation response so that the County may determine if the product offered meets the requirements of the Solicitation. Failure to do so may cause the County to consider the Solicitation response nonresponsive.

### **II. GENERAL PROVISIONS**

#### **II.1 ACCEPTANCE AGREEMENT**

A written award or Acceptance Agreement mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the Solicitation shall be deemed to result in a binding contract. The Bidder's review and acceptance of the terms and conditions of the Solicitation is required as a condition of acceptance. Failure to accept these terms and conditions may result in disqualifying the Bidder from further consideration.

The County reserves the right to incorporate all statements and claims made in the bid (to include any attachments) in the final Contract.

The following documents shall be incorporated by reference in the Contract and become a part of the Contract:

- a. Prince William County Acceptance Agreement and other Solicitation documents that may be incorporated by reference,
- b. The terms and conditions of the Solicitation and all amendments, and
- c. The Bidder's bid.

#### **II.2 AMENDMENT TO THE SOLICITATION**

The County shall issue a written Amendment if changes or clarifications to the Solicitation are necessary. In addition, the County may, at its sole option, extend the due date and time for receipt of Solicitation response. Amendments will be available on the Prince William County Procurement website under the specific Solicitation.

Prior to submitting a Solicitation response, Prospective Contractors should view the website to verify issuance of Amendments to the Solicitation.

### **II.3 ANNOUNCEMENT OF AWARD**

View Bid Tabulations and Contracts on the Prince William County Web Page at <http://www.pwcgov.org/bid>.

### **II.4 ANTITRUST**

By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under the Contract.

### **II.5 GOVERNING LAW, COURTS, AND LEGAL COMPLIANCE**

The solicitation and the Contract shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements.

### **II.6 APPROVING AUTHORITY**

The Approving Authority is either the Prince William County Board of County Supervisors or the Department Head and the authority to approve the acquisition is contingent upon the appropriation of funds for the total amount of the Contract within each fiscal year.

### **II.7 ASSIGNMENT OF CONTRACT**

A Contractor shall not assign any contract with the County in whole or in part without the County's prior written consent.

### **II.8 AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth 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 or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

## **II.9 AUTOMATIC CLEARING HOUSE (ACH) PAYMENT PROGRAM**

If you currently receive payment in check form, we encourage you to participate in our ACH payment program. Enroll by going to [www.pwcgov.org/purchasing](http://www.pwcgov.org/purchasing) and update your vendor profile. For questions regarding direct deposit/ACH payments please contact 703-792-8060 or [financevendorrequests@pwcgov.org](mailto:financevendorrequests@pwcgov.org).

## **II.10 BID EVALUATION**

The County shall evaluate Bids based on the requirements set forth in the Solicitation, which may include criteria to determine acceptability as to inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. When applicable to the Solicitation, the County shall rank such criteria in descending order of importance in the Solicitation.

## **II.11 BID PRICES AND ACCEPTANCE**

Bid prices unless otherwise specified, must be net, including, but not limited to, transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that a Bidder may offer. The County will not consider prompt payment discounts offered in a bid in determining Contract award.

Should the County accept the Bidder's bid and award a contract, prices shall remain firm for the period of the Contract unless otherwise agreed to by both parties. Bidder warrants by virtue of bidding that prices, terms, and conditions reflected in its bid submittal shall be firm for an acceptance period of at least 120 calendar days from bid due date, unless otherwise stated in its bid submittal.

## **II.12 BID SUBMISSION**

The County shall consider for award a Prospective Contractor that submitted a sealed response that was properly received prior to the due date and time.

The Bidder shall provide all information and documents requested in the Solicitation or its addendums with the bid in order for the bid to be considered complete. Inadequate or lack of required information or documents may result in disqualification of the bid. Any deviations to the Provisions, Specifications, or Scope of Work may also be cause for disqualification of the bid. As a minimum submit the following:

1. IFB Submission Form;
2. Bidder's Qualifications and References Form;
3. Pricing Schedule; and
4. Special documents/information that the Solicitation may request.

Bidders may submit a bid:

- Electronically via PWC iSupplier, or
- Hand deliver.

iSupplier: Additional information regarding the iSupplier submission process can be found on the PWC Procurement website at <http://www.pwcgov.org/bid>. iSupplier enables interested firms to view open solicitations,

existing County contracts, and login portals for current/prospective vendors. iSupplier training guides are also available. These guides provide detailed instructions on how to submit quotes, bids, or proposals to the County electronically.

**Hand Deliver/Hard Copy:** Submit one (1) original, two (2) complete copies, and (1) electronic version of bid no later than the date and time listed on the front page of the solicitation, unless otherwise changed by written amendment. The original hard copy bid shall prevail in the event of a discrepancy between the original bid and the electronic version. Bids received in the Purchasing Office after the due date and time are late and shall not be considered for Contract award.

An authorized representative of the business, firm, or corporation shall sign and date the bid to bind the Bidder to a Contract with the County. The Purchasing Manager may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory had no authority to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if this is in its best interest. In addition, the Contractor and all other required parties shall sign and date a resulting Contract.

The Bidder shall seal and clearly label the bid package as a "Bid" and include the Bidder's name, Solicitation Number, Solicitation Title, bid due date and time, and the statement "Do not open this package prior to the bid due date and time."

A received bid that was not identified as a bid on the package and is prematurely opened by the County shall be resealed and properly marked with the Solicitation number and title, and shall be reopened at the bid due date and time. The County is not responsible for prematurely opening a bid package that the Bidder did not properly identify as a bid.

Bids shall be publicly opened in accordance with the Prince William County Purchasing Regulations on the due date and time fixed for the bid opening. The County shall post the recorded bids on the County's website for bidders to view.

Bidders may submit a bid that varies from the bid requirements. Bidders shall clearly label such bid as an Alternate Bid, and provide in addition to, or in lieu of, a responsive bid. The County may consider an Alternate Bid when it is in substantial compliance with the bid requirements. When an Alternate Bid is received that substantially varies from the IFB requirements and the Using Department determines that it is in the County's best interest to consider those variances, then the IFB must be cancelled, requirements revised, and a new IFB issued reflecting the revised requirements.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the Solicitation process that may discourage responses.

## **II.13 CHANGES TO THE CONTRACT**

1. All modifications and changes to the Contract shall be in writing.
2. The head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as



otherwise provided by the County Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the Contract by failure to agree to such changes.

3. The Contractor shall not perform any work described in any change order unless the Contractor has received a written certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
4. The Contractor shall make a claim for payment for completed changed work within 30 calendar days of receipt of a change order, unless such time period is extended in writing or the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.
5. No claim(s) for changes ordered shall be considered by the County if made after final payment in accordance with the Contract.

#### **II.14 CLAIMS/DISPUTES**

1. In accordance with Virginia Code Section 2.2-4363, this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Virginia Code Section 2.2-4365 is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code Section 2.2-4365.
2. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten business days after the occurrence of the event giving rise to the claim, or within ten business days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.
3. All claims by the Contractor with respect to this Contract shall be submitted in the first instance in writing for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within 45 calendar days from the receipt of the claim from the Contractor.
4. If the Contractor is not satisfied with the decision of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within 30 calendar days of the date of the decision of the Contract Administrator. The decision of the Contract Administrator shall be final on behalf of the County unless the Contractor submits the claim to the Director of Finance within 30 calendar days of the Contract Administrator's decision.
5. The Director of Finance shall reduce a decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within 45 calendar days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of the County unless the Contractor submits the claim to the County Executive within 30 calendar days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager with a copy of the

claim and a request for the County Executive's determination.

6. The County Executive's decision on the claim shall be rendered in writing to the Contractor within 45 calendar days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of the County, unless the Contractor submits the claim for determination by the Board of County Supervisors (the Board) by mailing or otherwise furnishing the Purchasing Manager with a copy of the claim, along with a request for determination by the Board within 30 calendar days of the County Executive's decision. The Board shall consider the claim and render a decision within 45 calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for claims made under Virginia Code Section 15.2-1245 et seq. The decision of the Board shall be final.
7. Should any decision-maker designated under this procedure fail to make a decision within the time specified, then the claim is deemed to have been denied by the decision-maker.
8. Pending a final determination of a claim by any decision-maker, the Contractor shall proceed diligently with the performance of the work under the Contract.
9. In accordance with the provisions of Virginia Code Section 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the Contractor against the County or its Board arising out of or related to this Contract.

#### **II.15 CLARIFICATION OF TERMS**

If any Prospective Contractor has questions about the specifications or other Solicitation documents, the Prospective Contractor shall contact the Buyer whose name appears on the face of the Solicitation no later than close of business ten calendar days before the due date. Any revisions to the Solicitation shall be by amendment issued by the County.

#### **II.16 CLOSURE OF COUNTY GOVERNMENT**

If the County Government closes due to an unanticipated event on the scheduled due date for the receipt of responses, the Purchasing Office will receive responses until 3:00 p.m. the next regular business day.

#### **II.17 CONTRACT TYPE AND AWARD**

Prince William County expects to award a fixed price type of contract or a contract based on fixed rates for a specified period based on present assumptions.. A written award in the form of an Acceptance Agreement shall be signed by the successful Bidder, the Requesting Agency, and the Purchasing Manager. A fully executed Acceptance Agreement shall be deemed to result in a binding contract.

All procurements of goods, services, insurance, or construction which are subject to the County's competitive bidding requirements shall be awarded to the lowest responsive and responsible bidder based upon the lowest cost and/or other criteria specified in the Solicitation. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage

preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.

The Purchasing Manager may award all or part of a bid to any bidder whose bid is determined to be the lowest responsive and responsible bid. The County has the option to make multiple awards or primary, secondary, or tertiary awards. The County has the option to make awards by line item, by group, or by the overall lowest cost. Furthermore, specific line item goods and/or services may be deleted from award consideration if in the County's best interest.

The Purchasing Manager is authorized to waive any irregularity or informality in any bid; provided however, that a bid which is received after the time specified for the opening of bids is considered a "late bid" and will be neither opened nor considered for contract award.

Where the apparent low bidder submitted a substantially lower bid price than the other bidders, the apparent low bidder must be asked to review the bid for mistakes. If no mistake is identified, the bidder shall certify in writing that the bid submitted has been reviewed, no mistake was made, and the bid stands as submitted.

Withdrawal of bids is strictly governed by the County's Purchasing Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such claim.

In the event that only one responsive and responsible bid is received, the IFB may be canceled and the goods, services, insurance, or construction rebid unless the Purchasing Manager determines that the price bid is reasonable and in the best interest of the County, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes price reasonableness.

Tie bids are strictly governed by the County's Purchasing Regulations. In the case of a tie bid where goods are being offered and existing price preferences as described in the Purchasing Regulations have already been taken into account, preference then shall be given to the bidder whose goods contain the greatest amount of recycled content.

The Purchasing Manager may reject any or all bids as deemed in the best interest of the County.

In determining the award of any contract for paper and paper products to be purchased for the County, the Purchasing Office shall use competitive sealed bidding and shall award to the lowest responsive and responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than ten percent (10%) greater than the bid price of the low responsive and responsible bidder offering a product that does not meet the United States Environmental Protection Agency (EPA) Recommended Content Standards as defined in 40 C.F.R. Part 247.

All clauses assigned to General Provisions are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders. Proposed amendments to Special Provisions are to be highlighted and submitted as part of the bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

## **II.18 CURRENCY**

Unless stated otherwise in the Solicitation, Prospective Contractors shall state prices in US dollars.

## **II.19 DEBARMENT STATUS**

The Contractor certifies that they are:

1. not currently debarred by the County from submitting a response for the type of goods and/or services covered by this Solicitation;
2. not debarred from filling any order or accepting any resulting order; and
3. not an agent of any person or entity that is currently debarred by the County.

## **II.20 DECISION NOT TO RESPOND**

Some recipients of this Solicitation may elect not to submit a response for a variety of reasons. The County is interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a response, we ask that you return a statement as to why you are unable or unwilling to respond.

## **II.21 EMERGENCY PROCUREMENTS**

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are defined in the County Purchasing Regulations.

## **II.22 ETHICS**

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code Section 2.2-3100 et seq. and subject to Virginia Code Section 2.2-4367 through Section 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code Section 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of Virginia and federal law and can result in fines, prison sentences, and civil

damage awards.

By submitting their response, Prospective Contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer, or Subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any Bidder or Offeror information concerning the procurement that is not publicly available.

## **II.23 EXAMINATION OF RECORDS**

The Contractor agrees that the County or any duly authorized representative shall, until the expiration of five years after final payment under the Contract, have access to and the right to examine and copy any books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the Subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access for records, books, documents, and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

## **II.24 DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to:

1. provide a drug-free workplace for the Contractor's employees;
2. 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 violations of such prohibition;
3. 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
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

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

during the performance of the contract.

## **II.25 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code Section 2.2-4200 et seq., the Virginians With Disabilities Act, the Americans With Disabilities Act, as amended, and Virginia Code Section 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

1. During the performance of this Contract, the Contractor agrees as follows:

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

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

2. The Contractor will include the provisions of subsection 1. above in every subcontract or Purchase Order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

## **II.26 HOLD HARMLESS, DEFEND, AND INDEMNIFY THE COUNTY**

The Contractor shall indemnify, defend at its own expense, and hold harmless the Board of County Supervisors of Prince William County, Virginia, and their officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts, errors, and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with this Contract.

## **II.27 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Pursuant to Virginia Code Section 2.2-4311.1, the Contractor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of

1986.

## **II.28 INSURANCE REQUIREMENTS**

The Prospective Contractor shall provide evidence of the minimum coverages set forth in the following paragraphs, plus the coverages and limits in the Attachment "Minimum Insurance Requirements." The Prospective Contractor shall note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives. No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.
2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the Attachment "Minimum Insurance Requirements."
  - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
  - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, shall be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with an A.M. Best Rating of at least A:VIII.
5. The Contractor shall provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall file it with the Purchasing Manager executing a contract starting work.
6. The Contractor shall secure and maintain all insurance policies of its subcontractors, and make them available to the County on demand.

7. The Contractor shall provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten calendar days of demand by the County. The Contractor's insurance agent or representative shall send these certified copies to the County.

8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 calendar day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver anew and valid certificate shall result in suspension of all payments until the Purchasing Manager receives a new certificate.

9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five calendar days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

10. Compliance by the Contractor and all of its subcontractors with the requirements as to insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this Contract.

11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

12. Construe nothing contained herein as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

13. Exercise precaution at all times for the protection of persons (including employees) and property.

14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

15. Name the County additional insured in the General Liability policies and on the Certificate of Insurance.

## **II.29 INTEGRATION**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained in the contract. The Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties.

## **II.30 LABELING OF HAZARDOUS SUBSTANCES**

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the Prospective Contractor, by submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the Prospective Contractor does not



violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

### **II.31 DISCRIMINATION AGAINST PROSPECTIVE CONTRACTORS PROHIBITED**

Pursuant to Virginia Code Section 2.2-4310 and Section 2.2-4343.1, the County shall not discriminate against a Prospective Contractor or Contractor in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, or any other basis prohibited by Virginia law relating to discrimination in employment, or because the Prospective Contractor employs ex-offenders unless the County agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If a faith-based organization receives a Contract award, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

### **II.32 ORDER OF PRECEDENCE**

This Solicitation and Contract are subject to the Prince William County Purchasing Regulations and the Virginia Public Procurement Act.

In the event of an inconsistency between the special provisions of this Solicitation, the general provisions, Contract, or other included document, or the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. the Purchasing Regulations
2. the Contract, including amendments issued prior to the response due date and time
3. the Specifications
4. the Special Provisions
5. the General Provisions and Definitions

### **II.33 PAYMENT**

#### **1. To the Contractor:**

- a. The Contractor shall submit invoices, for services rendered and items ordered, delivered, and accepted, directly to the Bill-To address shown on the Purchase Order. All invoices shall show the County contract number and/or Purchase Order number.
- b. Any payment terms requiring payment in less than 30 calendar days will be regarded as requiring payment 30 calendar days after invoice. This shall not affect offers of discounts for payment in less than 30 calendar days, however.
- c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The County will make payment to the Contractor, net 30 calendar days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted under the Virginia Debt Collection Act, Virginia Code Section 2.2-4800 et seq.

e. Unreasonable Charges.

Under certain emergency procurements, and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute any legal action unless a settlement cannot be reached within 30 calendar days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges that are not in dispute.

2. To Subcontractors:

a. The Contractor shall:

- i. Pay the subcontractor(s) within seven calendar days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- ii. Notify the Contract Administrator and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven calendar days following receipt of payment from the County, except for amounts withheld as stated in subsection (2) above. The date of mailing of any payment by U. S. Mail deems payment to the addressee. These provisions apply to each Subcontractor performing under the Contract. A Contractor's obligation to pay an interest to a subcontractor shall not be construed to be an obligation of the County.

## **II.34 PRIME CONTRACTOR**

The Contractor shall assume full responsibility for the complete effort as required by this Solicitation whether the Contractor or Subcontractor performs the work. The Contractor is to be the sole point of contact with regard to all contractual responsibilities. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that the Prime Contractor may utilize, using their best skill and attention. The Prime Contractor shall be responsible for all subcontractors who perform work under this Contract. The Contractor shall be as fully responsible for the acts and omissions of their subcontractors and of all persons

employed by them as it is for the acts and omissions of the Contractor's own employees.

The Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the County receives the goods and/or services that it requires in accordance with the County's Contract.

The County also reserves the right to contract with more than one Contractor for specific aspects of the Solicitation if that is in the County's best interest.

### **II.35 PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Except as provided in the Purchasing Regulations, all proceedings, records, contracts, and other public records pertaining to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 et seq.

Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

In accordance with Virginia Code Section 2.2-4342, any Bidder, upon request, shall have the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award. Any Offeror, upon request, shall have the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award. Solicitation response records shall not be made available in the event the County rejects all responses and reopens the Solicitation. Solicitation response records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Prospective Contractor or Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Prospective Contractor or Contractor shall

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected, and
- (iii) state the reasons why protection is necessary. The identification or classification of an entire response document, line item prices, and/or total prices as proprietary or trade secrets is not acceptable. If, after being given a reasonable time to revise the unacceptable identification or classification, a Prospective Contractor refuses to withdraw an entire classification designation, the County will consider the bid to be nonresponsive or reject the proposal.

### **II.36 PURCHASE ORDER**

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates that sufficient funds are budgeted and appropriated, assures distribution of the necessary receiving reports and/or invoice payment approvals, and shall act as the Contractor's notice to proceed.

The Purchase Order does not supersede any provisions of the Contract. Performance time and dates are determined solely by the Contract and any approved modification(s) to the Contract. Services shall not begin until receipt of the Purchase Order by the Contractor or written notification by the Purchasing Manager to proceed.

#### **II.37 QUALIFICATIONS AND COMPETENCY OF PROSPECTIVE CONTRACTOR**

1. The County shall not consider a Solicitation response from or make an award to any Prospective Contractor that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the Prospective Contractor shall provide evidence to the contrary within 48 hours upon request. Prospective Contractor shall submit a Solicitation response that conforms in all material respects to the Solicitation.
2. Prospective Contractor shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County. Prospective Contractor shall comply with the required delivery period and/or performance period.
3. The County may make such investigations, as it deems necessary and appropriate, to determine the ability of the Prospective Contractor to perform the services and/or furnish the goods and the Prospective Contractor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to inspect the Prospective Contractor's physical facilities prior to award to satisfy questions regarding the Prospective Contractor's capabilities. The County further reserves the right to reject any Solicitation response if the evidence submitted by, or investigations of, the Prospective Contractor fails to satisfy the County that the Prospective Contractor is properly qualified to carry out the obligations of the Contract, and to provide the services and/or furnish the goods.

#### **II.38 SUBCONTRACTORS**

The Purchasing Manager shall determine if any portion of a contract may be subcontracted or performed by a party other than the Contractor. Contractors desiring to utilize subcontractors shall submit those subcontractor's business name and address with the Solicitation response. A Contractor shall not use a Subcontractor without prior written approval from the County.

#### **II.39 TAXES**

The County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the Prospective Contractor may quote the list price and shall show separately the amount of Federal tax in its Solicitation response as a flat sum, which the County shall deduct.

#### **II.40 TERMINATION FOR CONVENIENCE OF THE COUNTY**

The County may terminate this Contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the County Executive shall determine that such termination is in the best interests of the

County. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically stating the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any Subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to the Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided.

This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of the Notice of Termination, the total of:
  - a. Cost of work performed or supplies delivered; and
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
  - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments that the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractors make all reasonable efforts to mitigate damages that may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

#### **II.41 TERMINATION FOR DEFAULT**

Either party may terminate this Contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a Contractor's failure to deliver goods or services in accordance with the contract, after due oral or written notice, the County may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

#### **II.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The County is bound under the Contract only to the extent of the funds that are available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this Contract and the County shall be liable only for payments due through the date of termination.

#### **II.43 TESTING AND INSPECTION**

The County reserves the exclusive right to conduct any test/inspection it may deem advisable to assure that the goods and services conform to the Contract.

#### **II.44 VENDOR REGISTRATION**

Prospective Contractor shall be a registered Prince William County vendor before submitting a response to this Solicitation. Vendors can register themselves at <http://www.pwcgov.org/bid>.

### **III. ATTACHMENTS**

#### **III.1 MINIMUM INSURANCE REQUIREMENTS**

Please see the following pages for the Contractor's Minimum Insurance Requirements.

#### **III.2 IFB SUBMISSION FORM**

Please see the following pages for the IFB Submission Form to be returned with your bid.

#### **III.3 QUALIFICATIONS AND REFERENCES FORM**

Please see the following pages for the Qualifications and References Form to be returned with your bid.

#### **III.4 PRICING SCHEDULE**

Please see the following pages for the Pricing Schedule to be returned with your hard copy bid if you do not enter the prices electronically on iSupplier.

## **Specifications/Scope of Work**

Provide Fire Fighting Equipment, Hoses, Nozzles, Appliances, and Related Equipment.

All fire hoses shall comply with the specified requirements in the ASTM latest methods of testing. The Contractor shall furnish the County a test report either prior to, or at the time of delivery, certifying that the hose manufacturer has conducted all tests necessary to ensure the hose meets the specification without leaking, breaking of threads and jackets, rupture, excessive twist or elongation, or any sign of failure in any part.

All materials and construction of the firefighting hose, nozzles, and appliances shall be certified to current edition of the applicable NFPA Standard. (e.g., NFPA 1961, 1963, 1964, 1965)

Items furnished under this contract shall be new, unused, and of the latest technology in production to commercial trade, and shall be of the highest quality as to materials used and workmanship.

Bidders are required to include a copy of NFPA 1961 "Fire Hose" Standard Certification (including abrasion test).

### **Quotation Limitation:**

Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives shall be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder shall select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested shall be considered in award.

### **Product Information:**

For "or equal" products, the bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so will cause the bid to be considered non-responsive.

Three (3) copies of the bidder's supply catalog shall accompany the response.

The bidder's catalog or manufacturer's documentations shall be current at the time of bid submission. Bidders shall quote the percentage of discount from the catalog price or manufacturer's documentations. Discount shall be stated as a single percentage.

Prices shall be discounted from the manufacturer's or wholesaler's current price lists, which shall be kept on file with the Department of Fire and Rescue and the Purchasing Office.

The successful bidder (s) shall provide with their bid current catalogs and National Standard Manufacturer's Price List or the current Vendor's Retail Price Sheets, which shall become a part of the Contract.



Attachment 1  
IFB No. 7017114 – Firefighting Equipment

The Contractor's name and address shall appear on all catalogs and price lists. Failure to provide the information may cause rejection of the offer. The County reserves the right to accept or decline additional manufacturers not specified, based upon the best interest of the County.

**Cancellation of Orders:**

Purchases made under this Contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this Contract.

**Emergency Purchases:**

Should the Contractor be unable to furnish the required item within the period of time specified in the Contract the County reserves the right to make emergency purchases from other sources.

**Projected Requirements/Estimated Quantities:**

Authorized individuals will place orders for specific quantities of items covered in the Contract, as requirements arise. Please refer to the paragraph entitled METHOD OF ORDERING.

The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract period.

**Samples:**

When samples are required it will be so indicated. Samples shall be submitted so as to arrive at the designated location prior to the opening of bids and shall be identified with the name of bidder, bid number and bid item number. Failure to properly identify samples may cause bid to be considered nonresponsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within (10) days after award. Samples may, at the County's sole option, be retained by the County.

**Hazardous and Toxic Substances:**

Manufacturers and distributors are required by federal "Hazard Communication" provision (29 CFR 1910.1200), and the "Access to Information about Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor shall comply with these laws and shall provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

**Damages/Shortage:**

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

Attachment 1  
IFB No. 7017114 – Firefighting Equipment

**Dealer Status:**

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification or dealer status shall be provided within ten (10) working days prior to award of the Contract, if so requested by the County at any time during the Contract period. Should the Contractor lose dealer status at any time during the Contract period for any contracted items, that portion of the Contract shall automatically be cancelled with no further obligation by the County.

**Minimum Orders:**

There shall not be any minimum order requirements set forth by the Contractor. If a bidder lists a minimum order in its bid, its bid will be ruled non-responsive.

**Promotional Discount:**

During the term of the Contract, the Contractor may offer "Promotional Discount" to the County. The "Discount" must be submitted in writing to both the Contract Administrator and the Purchasing Office. The County reserves the right not to accept such discounts. During the placement of an order, any "Promotional Discount" shall be reflected on the Purchase Order.

<b>POLICE, FIRE &amp; OTHER EMERGENCY DEPARTMENTS –Equipment Purchase and Maintenance</b>		
<b>OVERALL CERTIFICATE REQUIREMENTS:</b>		
<b>Requirement</b>		<b>Compliance</b>
Seller's Name matches Agreement		
All insurers AM Best Rating: <b>A- VIII</b> or better		
"A waiver of subrogation in favor of Prince William County is applicable to all policies including Workers' compensation and Employer's liability. Prince William County, its officers, directors, agents and employees are included as additional insureds on the general liability policy with a cross liability clause in effect on their behalf. "This Coverage is primary to all other coverages the County may possess"		
All policies except Workers' Compensation and Employer's Liability shall include Prince William County and all Contractor employees, vendors and subcontractors as additional insureds with waivers of subrogation on behalf of all insureds		
Notice of Cancellation: An Endorsement that states: "The Certificate Holder will receive 30 days notice of cancellation, except 10 days notice of cancellation due to non-payment of premium"		
<b>SELLER'S INSURANCE REQUIREMENTS</b>		
<b>TYPE OF COVERAGE</b>	<b>MINIMUM LIMIT</b>	<b>Compliance</b>
<b>Commercial General Liability</b>		
Bodily Injury and Property Damage, including Products Liability	\$1,000,000 per occurrence	
Bodily Injury and Property Damage, including Products Liability	\$2,000,000 General Aggregate	
Personal & Advertising Injury	\$1,000,000 per occurrence	
Products – Completed Operations	\$2,000,000 Aggregate	
Fire Legal Liability	\$300,000	
Medical Payments to Others	\$10,000	
Additional insured box	checked	
Waiver of Subrogation box	checked	
<b>Comprehensive Automobile Liability</b>		
Bodily Injury And Property Damage	\$1,000,000 Combined Single Limit Each Occurrence	
Any Auto – <b>OR</b> – Owned, Hired and Non-Owned	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
<b>Umbrella/Excess Liability</b>		
Each Occurrence and Aggregate	For contracts valued at more than \$500,000: Sufficient to bring all liability limits up to \$5,000,000	
Umbrella box	checked	
Occurrence box	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
<b>Workers' Compensation &amp; Employer's Liability</b>		

Attachment 2

IFB No. 7017114 – Insurance Requirements

Statutory box	checked	
Waiver of Subrogation box checked	checked	
Each Accident	\$500,000	
Disease – Each Employee	\$500,000	
Disease – Policy Limit	\$500,000	

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    Business Classifications ..... 2

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    Qualifications and References ..... 2

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    Collusion..... 3

    Authorized Signature ..... 3

Attachment 3  
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**BID SUBMISSION FORM**

**Business Identification**

BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
FAX NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
PROMPT PAYMENT DISCOUNT:	___ % FOR PAYMENT WITHIN ___ DAYS; NET ___ DAYS
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
STATE CORPORATION COMMISSION IDENTIFICATION NO.:	
DUNS NUMBER:	

**Business Classifications**

Corporation		Partnership		Sole Proprietor	
Minority Owned		Small Business		Non Profit	

**Ownership Disclosure**

Names and address of all persons having an ownership interest of 5% or more in the business:
1.
2.
3.

**Qualifications and References**

1. Type of work performed by this business:		
2. Number of years this business has been in operation:		
3. Number of employees:	Full time:	Part time:
4. Business License:	Type:	Issued:

## Attachment 3

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5. Contractor's License:	Type:	Class:
	Issued:	Expires:
6. List major equipment and facilities that will be used for this procurement (specify: type, age, and owned or rented):		
7. List degrees, certifications, and training of key personnel applicable to this procurement. Attach copies of current license and certification of personnel who will deliver services to the County, as applicable.	A)	
	B)	
	C)	
8. Attach an example of relevant training materials.		
9. List at least three state, county, or federal agencies or commercial references that the business contracted with in the past two years for a comparable procurement (include contacts and telephone numbers):	A)	
	B)	
	C)	
10. Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes - Explain:	

**Conflict of Interests**

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act. The business is aware of information bearing on the existence of any potential organizational conflict of interest.	YES	
	NO	

**Collusion**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES	
	NO	

**Authorized Signature**

By signing this quote Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	Date:
Name (Printed):	Title:

## VEHICLE EQUIPMENT AND SUPPLIES AND FIRE FIGHTER EQUIPMENT

### PRICING SCHEDULE

Item No.	Brand	Percentage (%) Discount
1	343 Fire	
2	Action Coupling	
3	Aervoe	
4	Airshore International	
5	Ajax Tools	
6	Akron Brass	
7	Akron Parts	
8	Alco - Lite Ladders	
9	Also-Lite	
10	Amerex	
11	Ansul Foam	
12	Avon Mfg.	
13	Avon Protection Argus	
14	BackRack	
15	Bayco/Nightstick	
16	BioSystems	
17	Black Hawk Forcible Entry Tools	
18	Blackington	
19	Blue Water Rope	
20	Bone Safety Sign	
21	Bullard Helmets	
22	Cairns	
23	CET pumps	
24	Chemguard Foam	
25	Circle D	
26	Circle-D Lights	
27	Clackhawk Forcible Entry Tools	
28	Class 1 Gauges	
29	CMC	
30	Coaxsher	



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31	Code 3	
32	Command Light	
33	Cortina Safety	
34	Council Tools	
35	Crew Boss Wildland Gear	
36	Cutters Edge	
37	Dfederal Signal	
38	Dickie Safety Products	
39	Dixon	
40	Duo Safety Ladder	
41	Ecco	
42	Edwards Mfg	
43	Elkhart	
44	Elkhart Brass	
45	Elkhart Brass Parts	
46	End of the Road - Quick Fist	
47	Euramco - Ramfan	
48	EVAC systems	
49	Fall Tech	
50	Ferguson Tools	
51	Fire Hooks Unlimited	
52	Fire Research	
53	FireAde Foam / Enforcer	
54	Firequip	
55	FLIR	
56	Flo - Da - Tank	
57	FoamPro	
58	Foldatank	
59	Gamber Johnson	
60	Gemtor	
61	GFE Manufacturing	
62	Groves Ready Rack	
63	Haix Boots	
64	Hannay Reels	
65	Harrington	

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66	Havis Shields	
67	Hazard Control Technologies	
68	Hi-Viz/Firetech	
69	HJottoDesk	
70	Honeywell/RAE systems	
71	Honeywell/RAE systems parts	
72	HotShield	
73	Hurst	
74	Husky Drop Tank	
75	Junkin	
76	Key Fire Hose	
77	Kocheck Inc.	
78	Kohler	
79	Kussmail	
80	Kussmaul	
81	Leader	
82	Leatherhead Tool	
83	Lightning X	
84	Lund	
85	Mercedes Textiles Hose	
86	Meret Bags	
87	National Foam	
88	Nupla	
89	On Spot Show Chains	
90	PAC	
91	Pacific	
92	Paratech	
93	Pelican	
94	Performance Advantage	
95	Petzi	
96	PGI	
97	PMI	
98	ProGard	
99	R&B Fabricators	
100	Red Head Brass	

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101	Rescue 42 Struts	
102	Rescue Technology	
103	Ringer	
104	RIT Safety Solutions	
105	RKI Instruments	
106	Rockland	
107	Rosco Vision	
108	S&H products	
109	SAVOX	
110	SCOTT Fill Stations/Compressors	
111	SCOTT SCBA	
112	SCOTT SCBA parts	
113	SCOTT Therman Imager	
114	Scotty/Scott Plastics	
115	Sensible Products	
116	Sensit	
117	Setina	
118	Sound Off Signal	
119	South Park Brass	
120	South Park Brass	
121	South Park Corp	
122	Star Headlight and Lantern	
123	Steck	
124	Sterling Rope	
125	Stihl	
126	Streamlight	
127	Superior Flamefighter	
128	SuperVac	
129	Task Force Tips	
130	Tele-lite	
131	Tempest	
132	TFT	
133	TNT Tools	
134	Tomar Lights	
135	Trident Emergency Products	

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136	Troy Products	
137	True North Wildland	
138	Turtle Plastics	
139	US Coupling	
140	Vetter	
141	Warn Winch	
142	Warthog Products	
143	Waterous Pumps	
144	Wehr	
145	Weldon Lights	
146	Westin	
147	Whelen	
148	Will-Burt Light Towers	
149	Zephyr Industries	
150	Ziamatic Industries	
151	Zico	

Delivery: \_\_\_\_\_ calendar days ARO items 1 thorough 151

Specify Part Warranty if different from Manufacturer's Warranty

Specify any delivery charges \_\_\_\_\_

Specify threshold where delivery charge shall be waived \$ \_\_\_\_\_

Specify Delivery Time if different than 30 calendar days ARO \_\_\_\_\_

[illegible]

Attachment 4  
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[illegible]

Attachment 4  
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[illegible]

Attachment 4  
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[illegible]



Attachment 4  
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[illegible]