

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

NOTICE OF CONTRACT AWARD

| | | |
|---------------------|-----------------------|----------------------------|
| Insight, LLC | DATE ISSUED: | April 22, 2019 |
| 14707A Willard Road | CURRENT REFERENCE NO: | 19-232-ITB |
| Chantilly, VA 20151 | CONTRACT TITLE: | Wet Well Cleaning Services |

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

The contract documents consist of the terms and conditions of AGREEMENT No. 19-232-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: April 22, 2019

EXPIRES: April 30, 2020

RENEWALS: FOUR (4) RENEWALS

COMMODITY CODE(S): 91068, 94169, 96220, 96296

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 19-232-ITB

Certificate of Insurance

Business License Certification Form

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Dennis Showalter

VENDOR TEL. NO.:

(703) 378-9008

EMAIL ADDRESS: dshowalter@insightdmv.com

COUNTY CONTACT: Ivan Collazo, DES, Water Pollution Control

COUNTY TEL. NO.:

(703) 228-7037

COUNTY CONTACT EMAIL: icollazo@arlingtonva.us

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

AGREEMENT NO. 19-232-ITB

THIS AGREEMENT is made, on the date of execution by the County, between Insight, LLC, 14707A Willard Road, Chantilly, VA 20151 ("Contractor") a Virginia limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 19-232-ITB.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide cleaning services of the wet wells at thirteen (13) remote sewage pump stations, as well as various storage tanks and piping at the Arlington County, Virginia, Department of Environmental Services, Water Pollution Control Bureau (WPCB), Arlington County wastewater treatment facility. 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 its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than April 30, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 1, 2020 to April 30, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount will remain firm until April 30, 2020 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in February of each year of the Contract.

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

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

6. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. WARRANTY

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

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

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

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

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

15. DAMAGE TO PROPERTY

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

16. CLEANING UP

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

17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such

repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

18. OSHA REQUIREMENTS

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

19. HAZARDOUS MATERIALS

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

20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

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

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

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

21. SAFETY

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

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

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

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

22. FAILURE TO DELIVER

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

23. UNSATISFACTORY WORK

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

24. PROJECT STAFF

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

25. SUPERVISION BY CONTRACTOR

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

26. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

27. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

28. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

29. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

30. INDEMNIFICATION

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

31. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

32. COPYRIGHT

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

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

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

33. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records. The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

34. CONFIDENTIAL INFORMATION

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

35. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the

Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

36. COUNTY EMPLOYEES

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

37. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

38. AUTHORITY TO TRANSACT BUSINESS

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

39. RELATION TO COUNTY

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

40. ANTITRUST

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

41. REPORT STANDARDS

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

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

42. AUDIT

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

43. ASSIGNMENT

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

44. AMENDMENTS

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

45. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

46. DISPUTE RESOLUTION

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

47. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

48. ARBITRATION

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

49. NONEXCLUSIVITY OF REMEDIES

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

50. NO WAIVER

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

51. SEVERABILITY

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

36. NO WAIVER OF SOVEREIGN IMMUNITY

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

52. ATTORNEY'S FEES

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

53. SURVIVAL OF TERMS

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

54. HEADINGS

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

55. AMBIGUITIES

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

56. NOTICES

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

TO THE CONTRACTOR:
Dennis Showalter, President
Insight, LLC
14707A Willard Rd.
Chantilly, VA 20151
Bids@insightdmv.com

TO THE COUNTY:

Ivan Collazo, Project Officer
Arlington County Department of Environmental Services, Water Pollution Control
3111 S. Fern St.
Arlington VA, 22202
icollazo@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. ADA COMPLIANCE

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

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

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

59. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from

insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A- "or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County. The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

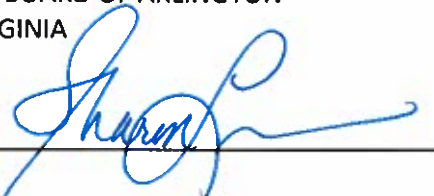
The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:



NAME AND
TITLE: SHARON T. LEWIS
PURCHASING AGENT

DATE:

4/22/2019

INSIGHT, LLC

AUTHORIZED
SIGNATURE:

DocuSigned by:
Dennis Showalter
7056659878B441E

NAME AND
TITLE: Dennis Showalter President

DATE:

4/17/2019

II. SCOPE OF WORK

The Scope of Work under this project includes the cleaning of the wet wells at thirteen (13) remote sewage pump stations, as well as various storage tanks and piping at the Arlington County Water Pollution Control Bureau (WPCB) wastewater treatment facility (refer to Exhibit A for the locations and approximate dimensions of each wet well). Arlington County reserves the right to add or remove locations. The cleaning operation is to include the physical removal of all floating material, bottom sediment, grit, and materials that have collected within the walls of the wet wells. Work to be performed under this Contract may include:

- Sanitary Pump Station wet well vacuuming and cleaning,
 - Storm water catch basin vacuuming and cleaning,
 - Sanitary manhole vacuuming and cleaning,
 - Jetting of sanitary piping to remove build-up, struvite, vivianite, and
 - Storm-vector vacuuming and cleaning.
1. Flow through each Pump Station must be maintained at all times during the cleaning operation by diverting flow through the divided wet wells, unless specifically authorized in writing in advance by the WPCB Project Officer.
 2. The Removal and Disposal of all material from the wet wells is the responsibility of the Contractor. Dumping of these materials will be allowed at the WPCB dump pad located at 3135 South Fern Street, Arlington, VA 22202, but must be coordinated in advance with the Project Officer. There is no cost to the Contractor for disposing/dumping at the ACWPCB site.
 3. Contractor's crew performing the services requested for each job will consist of:
 - One (1) Supervisor
 - Two (2) or more Laborers

For the purposes of the Bid Form, enter the UNIT price for one (1) Supervisor and a one (1) Laborer. Actual requirements may need increasing based on the working location. The Project Officer will make the determination before every job.
 4. For safety reasons, all Contractor's supervisory employees must be fluent in English and the predominant language of the workers assigned to the particular job. The supervisor is required to monitor the workers at all times.
 5. Existing control floats and ultrasonic level transponders located in each wet well must be protected from damage by the Contractor during their operations. These must stay in operation throughout the cleaning process. Any damage done to the floats or transponders must be immediately repaired by the Contractor at the Contractor's expense.
 6. Some of the wet wells are configured to allow for direct vertical access; some will require flexible suction lines and/or bends. The Contractor must remove and replace grating/hatches in the wet wells to allow for complete and total access to all areas of the wet wells for the removal of grease, grit, and

other material. No additional compensation will be allowed for special piping, rigging, etc. required to complete the work.

7. Some piping, which will be jetted, is polyvinyl chloride (PVC) or repaired with an AM liner. Both pipes can be damaged by high pressure jetting. WPCB will inform the Contractor of these conditions, before work begins, and the jetting pressure must be adjusted to no more than 2000 psig.
8. The Contractor, at their sole risk, may be allowed to store their equipment at the Arlington County WPCB during projects. Storage area shall be determined by the WPCB Project Officer in advance. The Contractor shall limit their storage area STRICTLY to the area approved. Insurance for the stored equipment will be the responsibility of the Contractor/equipment owner.
9. Contractor's equipment for the services requested for each job shall consist of one (1) vacuum truck (per specifications below) with pipe, hoses, and other appurtenances required to perform the job.
 - a. All Contractor's trucks used in performing work under this solicitation shall hold a minimum of 11 cubic yards of debris and 1800 gallons of water.
 - b. All Contractor's trucks used in performing work under this solicitation must have a positive displacement pump capable of vacuuming from a minimum depth of 50 feet.
 - c. The Contractor's trucks shall be able to work remotely from the Pump Station at a distance of 500 feet.
 - d. The Contractor's trucks shall be capable of generating a vacuum of 28 inches of mercury.
 - e. The Contractor's trucks shall have minimum adjustable water pressure of between 0 to 2400 PSI.
 - f. The Contractor's trucks shall have a minimum clearance of 1 foot.
10. The Contractor shall adhere to all of Arlington County WPCB's Contractor Safety Standard (included in this solicitation as Exhibit B). The successful bidder will be required to read and sign the WPCB Contractor Safety Program Checklist (included in the document on pages 55-59), before being allowed to work for Arlington County WPCB. Refusal to sign and adhere to the WPCB Contractor Safety Standard throughout the duration of the Contract will be grounds for cancellation of the award.
11. The successful bidder will be required to read and sign the Contractor Protocols and Performance While Working For WPCB (included in this solicitation as Exhibit C). Refusal to sign and adhere to the Contractor Protocols and Performance While Working For WPCB throughout the duration of the Contract will be grounds for cancellation of the award.

WORK SCHEDULING

The Contractor shall provide two (2) emergency contact phone numbers that will be responsive twenty-four (24) hours, seven (7) days a week, three hundred sixty-five (365) days a year.

All Services performed by the Contractor will be requested on an as-needed basis. Arlington County Water Pollution Control Bureau's (WPCB) Project Officer (Supervisor or Maintenance Planner) may contact the Contractor at any time (seven (7) days per week, twenty-four (24) hours per day) requesting services to perform a specific job.

Services may be requested for an emergency job, as determined by the WPCB Project Officer (Supervisor or Maintenance Planner), or for scheduled jobs, usually within a thirty (30) day look-ahead. Emergency

jobs will be requested when conditions indicate that violation of the WPCB's Virginia Department of Environmental Quality issued operating permit may be eminent. In those circumstances, a two (2) hour maximum response time (from time of contact with Contractor to the arrival on site of Contractor's crew and all equipment necessary to perform the work) by the Contractor is required. The schedule for non-emergency jobs will be negotiated with the Contractor's contact person. Each job will be assigned a WPCB Work Order Number which will be given to the Contractor's contact person.

FACILITY ACCESS/WORK HOURS

Each pump station and the WPCB plant are locked, secure facilities. Access must be arranged in advance through the WPCB Shift Supervisor accordingly. All work must be scheduled during the normal WPCB working hours (Monday-Friday, 6:00am-6:30pm). Work outside of these hours must be approved in advance by the County Project Officer.

Any work more than eight (8) consecutive hours, regardless of day of the week or time of day, which has been authorized in advance by the County Project Officer, will be paid using hourly labor rates times 1.5. All other charges (mobilization, truck, dump) will be paid using rates included in the Bid Form.

ARLINGTON COUNTY NOISE ORDINANCE, applicable to non-emergency service.

Synopsis of Arlington County Noise Ordinance is:

- a. Monday-Friday - Noisy work can be performed from 7 am to 7 pm
- b. Saturday-Sunday - Noisy work can be performed from 10 am to 7 pm
- c. No work is allowed between 7pm and 7am.
- d. If there are community complaints about noise from 7 am to 10 am, contractor must stop that portion of the work immediately and the Project Officer must be notified immediately.
- e. If there are community complaints about noise from 10 am to 7 pm, the Project Officer must be notified immediately.

INVOICING

The Contractor shall submit an invoice for payment to WPCB Accounts Payable within thirty (30) days after job is complete. Each job invoice must contain, at a minimum:

- WPCB Work Order Number,
- WPCB Purchase Order Number,
- Job Description with location description, name, or address (per WPCB work order),
- All Contractor Job Ticket(s) describing what work was performed,
- Total Labor (with classification) used with unit rates and extensions, and
- Truck, equipment, and materials used with unit rates and price extensions.

Invoices that do not contain all necessary documentation will be returned to Contractor.

CONTRACTOR'S VEHICLE REQUIREMENTS

All Contractor's vehicles which will be scheduled to work under this Contract must comply with all technical specifications listed in the Scope of Work section above. Prior to the award, the lowest bidder will be required to provide to the County the complete specifications of each vacuum truck that will be used to perform requested jobs, to include:

- Model number,
- Year of manufacture,
- Vacuumed spoils tank capacity (cubic yards),

- Washdown or jetting water tank capacity (gallons),
- Minimum/maximum pressure (psig) capacity of jetting compressor,
- Minimum/maximum pipe size (in.) capable of jetting,
- Maximum vacuum rating (in. Hg) and flow rate (CFM) of vacuum pump, and
- Maximum vacuum hose length (ft.), per size (in.).

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 19-232-ITB

BID FORM

SUBMIT: ONE (1) FULLY-COMPLETED AND SIGNED BID FORM WITH ORIGINAL LONGHAND SIGNATURE; AND ONE (1) COPY OF THE BID FORM ON A USB FLASH-DRIVE LABELED AS "19-232-ITB, WET WELL CLEANING".

BIDS WILL BE OPENED AT 1:00 P.M., ON March 28, 2019

FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE CLEANING OF WET WELLS AT THIRTEEN (13) REMOTE SEWAGE PUMP STATIONS, AS WELL AS VARIOUS STORAGE TANKS AND PIPING AT THE ARLINGTON COUNTY'S WATER POLLUTION CONTROL BUREAU WASTEWATER TREATMENT FACILITY PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

Insight LLC

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Dennis Showalter - President

ADDRESS:

14707A Willard Road

CITY/STATE/ZIP:

Chantilly, Virginia 20151

TELEPHONE NO.:

703-378-9008

E-MAIL

ADDRESS:

Bids@insightdmv.com

THIS ENTITY IS INCORPORATED

IN:

Virginia

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
 SCC: 06-1728487
Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available) 167083778

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

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

 THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV.](http://www.eva.virginia.gov)

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

1. CONTRACT PRICING

| Description | Unit | Unit Price | Avg. No. of Jobs/Year | Occurrences /Hrs. per Job | Total Price (Unit Price X Avg. No of Jobs/yr. x Occurrences/Hrs./job) |
|---|------------|------------|-----------------------|---------------------------|---|
| Vacuum Truck with Appurtenances and Equipment Required per Specifications | Hours | \$ 130 | 50 | 8 | \$ 52,000 |
| Supervisor | Hours | \$ 60 | | 8 | \$ 24,000 |
| Laborer | Hours | \$ 30 | | 16 | \$ 24,000 |
| Dump (ACWPCB Plant site or approved site) | Occurrence | \$ 100 | | 2 | \$ 10,000 |
| Mobilization/Demobilization (one-time occurrence per job) | Occurrence | \$ 275 | | 1 | \$ 13,750 |
| GRAND TOTAL | | | | | \$ 123,750 |

2. HOW MANY YEARS HAVE YOUR COMPANY BEEN PERFORMING SIMILAR WORK?

15 years

MINIMUM BIDDER QUALIFICATIONS:

- Proof of 3 continuous years of experience conducting business performing similar jobs. The experience shall be work of similar size and scope.
- List of 3 reference companies and/or municipalities, with contact information, where similar jobs have been performed
- All Contractor's vehicles which will be scheduled to work under this Contract must comply with all technical specifications listed in the Scope of Work section.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: 3/14/19 INITIAL: DS

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

BIDDER NAME: Insight LLC

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: Insight LLC
ADDRESS: 14707A Willard Road
Chantilly, Virginia 20151
E-MAIL: Bids@insightdmv.com

REFERENCES

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

REFERENCE 1: Contact Name: Valerie Tucker
Organization: Fairfax County
Phone Number: 703-877-2811
E-mail Address: valerie.tucker@fairfaxcounty.gov
Contract/Project Name: CCTV and Cleaning
Contract/Project Dates (from-to): 2011-Present
Contract/Project Description: Video Pipe Inspection and Sewer Cleaning Services

REFERENCE 2: Contact Name: Derek O. Claytor
Organization: City Of Alexandria
Phone Number: 703-746-4639
E-mail Address: derek.claytor@alexandria.gov
Contract/Project Name: Monthly Repeating Project
Contract/Project Dates (from-to): 2014-Present
Contract/Project Description: Video Pipe Inspection and Sewer Cleaning Services

REFERENCE 3: Contact Name: Mike Collins
Organization: DC Water
Phone Number: 202-787-4462
E-mail Address: michael.collins2@dcwater.com
Contract/Project Name: Local Sewer Rehabilitation
Contract/Project Dates (from-to): 2014-Present
Contract/Project Description: Sewer Cleaning Services

BIDDER NAME: Insight, LLC

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

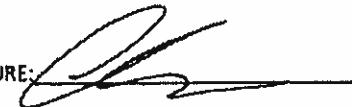
COVERAGE MINIMUM(S)

- X_1. Workers' Compensation Statutory limits of Virginia
- X_2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X_3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X_4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- X_6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- X_7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- X_12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- X_13. Per Project Aggregate
- X_14. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- X_15. Miscellaneous E&O \$1 Million per occurrence/claim
- X_16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- X_17. Motor Cargo Insurance
- X_18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- X_19. Garage keepers Liability \$500,000 Comprehensive, \$500,000 Collision
- X_20. Inland Marine-Bailee's Insurance \$ _____
- X_21. Moving and Rigging Floater Endorsement to CGL
- X_22. Crime and Employee Dishonesty Coverage \$ _____
- X_23. Builder's Risk Provide Coverage in the full amount of Contract, including any amendments
- X_24. XCU Coverage Endorsement to CGL
- X_25. USL&H Federal Statutory Limits
- X_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- X_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- X_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- X_29. Certificate of Insurance shall show Bid Number and Bid Title.
- X_30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: USI INSURANCE SERVICES LLC

AUTH. SIGNATURE: 

BIDDER'S STATEMENT:

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

BIDDER NAME: INSIGHT, LLC

AUTH. SIGNATURE: 

ATTACHMENT A

ARLINGTON COUNTY SEWAGE PUMPING STATIONS

| Station Name & Address | Well Length (DIA) | Well Height | Well Width | No. of Wells | Avg. Depth of Sludge |
|--|-------------------|-------------|------------|--------------|----------------------|
| *Four Mile Run 3115 S. Fern St., Arlington, VA | 13' - 0" | 18' - 6" | 11' - 0" | 4 | 4' - 0" |
| *Potomac Yards 3108 S. Eads St., Arlington, VA | 7' - 6" | 42' - 0" | 8'-4" | 3 | 3' - 0" |
| Roaches Run 550 Long Bridge Dr., Arlington, VA | 8'-8" | 15'-0" | 20'-0" | 2 | 4' - 0" |
| Kirkwood 1616 Kirkwood Rd., Arlington, VA | 8'-8" | 15'-0" | 20'-0" | 2 | 4' - 0" |
| Windy Run 2500 N. Kenmore St., Arlington, VA | 5'-6" | 16'-0" | 12'-6" | 2 | 2' - 0" |
| Dover Run 2801 N. Quebec St., Arlington, VA | 8' - 0" | 8' - 0" | 16' - 0" | 1 | 1' - 0" |
| Donaldson Run 2929 N. Military Rd., Arlington, VA | 8' - 0" | 16' - 0" | 29' - 0" | 1 | 2' - 0" |
| Gulf Run 3611 N. Military Rd., Arlington, VA | 8' - 0" | 16' - 0" | 29' - 0" | 1 | 2' - 0" |
| Rivercrest 3560 N. 36 th Rd., Arlington, VA | 6'-7" | 5'-2" | 6'-2" | 1 | 2' - 0" |
| Palisades 2200 N. Scott St., Arlington, VA | 60" | 15'-0" | ----- | 1 | 1' - 0" |
| Riverwood 2770 N. Nelson St., Arlington, VA | 60" | 16'-0" | ----- | 1 | 0' - 6" |
| River Estates 3533 N. 36 th St., Arlington, VA | 60" | 25'-0" | ----- | 1 | 0' - 6" |
| Marcey Creek 2685 Marcey Rd., Arlington, VA | 60" | 15'-0" | ----- | 1 | 1' - 0" |

* Located within WPCB plant grounds.

Arlington County reserves the right to add or remove locations.

DESCRIPTIONS (Continued from Page 1)

Primary and Noncontributory wording, when required by written contract. Umbrella Liability policy follows form. 30 days notice of cancellation except 10 days notice for non-payment.

CPP10027848

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

BUSINESS LICENSE CERTIFICATION FORM

CONTRACTOR NAME: Insight LLC

CONTRACT NO./TITLE: 19-232-ITB Wet Well Cleaning Services

1. IF YOU CURRENTLY HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, enter your business license number in the space below:

BLC-1000046762-02

2. IF YOU DO NOT HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, contact the Office of Commissioner of Revenue (see contact information below).

After you contact the Commissioner of Revenue's Office, they will either:

- a. Process an application and issue you a license number (which you must provide in the space above); or
- b. Provide directly to the Purchasing Office a written certification that a business license is not required (no further action required from your firm.)

IMPORTANT: THIS FORM MUST BE FORWARDED TO COMMISSIONER OF REVENUE, 2100 CLARENDON BLVD., SUITE #200, ARLINGTON, VA 22201, E-MAILED TO: BUSINESS@ARLINGTONVA.US OR FAXED TO (703) 228-7048.

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