

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

NOTICE OF CONTRACT AWARD

Overhead Door Company of Washington	DATE ISSUED:	November 20, 2018
8641 Virginia Meadows Dr	CURRENT REFERENCE NO:	19-035-ITB
Manassas VA 20109	CONTRACT TITLE:	Overhead Door Repair

**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. 19-035-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: November 20, 2018

EXPIRES: February 28, 2021

RENEWALS: Four (4) ONE (1) YEAR RENEWAL OPTIONS FROM March 1, 2019

COMMODITY CODE(S): 910-55-30

ATTACHMENTS:

ARLINGTON COUNTY AGREEMENT No. 19-035-ITB

ATTACHMENT A – Prince William County- Contract No. 5030202

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Jay Booth

VENDOR TEL. NO.: 703-334-4050

EMAIL ADDRESS: jaybooth@overheaddoors.com

COUNTY CONTACT: Tsehay Lightfoot

COUNTY TEL. NO.: (703) 228-7593

COUNTY CONTACT EMAIL: tlightfoot@arlingtonva.us

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

AGREEMENT NO. 19-035-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Overhead Door Company of Washington DC, 8641 Virginia Meadows Drive, Manassas VA 20109 ("Contractor"), a Maryland Corporation 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, Attachment A (Prince William County- Contract No. 5030202, incorporated herein by reference collectively, "Contract Documents" or "Contract") and Attachment B – Arlington County Scope and Pricing.

This Agreement rides a competitive procurement process conducted by Prince William County. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Prince William County.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions 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 **March 1, 2019** ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Prince William County renews their agreement identified in Attachment A, the County may elect to renew this Agreement for not more than four (4) additional twelve (12) month periods from **March 1, 2019** to **February 28, 2021** ("Subsequent Contract Term"). However, if Prince William County does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of Prince William 's contract expiration date.

3. CONTRACT PRICING

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

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide repair, maintenance and replacement services of Bay Door and Security Gates.

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.

5. 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 requesting the work under the Contract Documents. 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.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. 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) calendar 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 as those contained herein 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.

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. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating 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 sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials 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 evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also 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 by the County in addition to and irrespective of any manufacturer's or supplier's warranty for new installations or replacements. Ongoing maintenance and/or service work shall be guaranteed against defects resulting from the use of inferior or faulty materials or workmanship for 30 days from the date of repair. 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.

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

Inspection and acceptance of goods or 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 goods or 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 goods or 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 goods or materials for which the Contractor invoices for payment.

13. 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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. 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, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. 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 marijuana or any other controlled substance 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 \$10,000.00 relating to this Contract, 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, 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.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. 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.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. 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, or an act of God beyond the control of the Contractor and outside 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

25. ANTITRUST

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

26. 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.

27. ASSIGNMENT

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

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing 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 claims 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 Purchasing Resolution, which is incorporated herein by 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 a decision of the Project Officer, County Manager, County Board, or a court.

31. 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 hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

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

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

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.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. 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 to 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:

TO THE CONTRACTOR:

Jay Booth, General Manager
Overhead Doors
8641 Virginia Meadows Drive
Manassas, Virginia 20109

TO THE COUNTY:

Tsehay Lightfoot, Contract Manager
DES Facilities Management Bureau
1400 N Uhle Street, Suite 601
Arlington, Virginia 22201

AND

Sharon Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be

placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

43. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

OVERHEAD DOOR COMPANY OF WASHINGTON DC

AUTHORIZED SIGNATURE: Igor Scherbakov

AUTHORIZED SIGNATURE: J Booth

Igor Scherbakov for
NAME AND TITLE: SHAWN BROOKS
PROCUREMENT OFFICER

NAME AND TITLE: JAY BOOTH
GENERAL MANAGER

DATE: November 20, 2018

DATE: 11/6/2018 10:53:26 AM PST

ARLINGTON COUNTY - ATTACHMENT B

SPECIFICATIONS/SCOPE OF WORK

Purpose is to establish a contract for the maintenance, repair, replacement of existing, and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators.

1. Contractor shall provide service 24 hours per day, 7 days per week
2. Regular Hours shall be defined as 0600 – 1800 hours, Monday through Friday
3. Overtime Hours shall be 1801 – 0559 hours, Monday through Friday and all day on Saturday, Sunday or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)
4. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls
5. Upon receipt of a routine service call, the Contractor shall report to the service destination within 3 hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 2 and 3 above. Overtime rates can only be charged with prior approval from the requesting agency.
6. Routine work that is scheduled for weekends or holidays shall be arranged 24 hours in advance.
7. Contractor shall be at the service destination within 2 hours, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether or not the service call is made during Regular Hours or Overtime Hours.
8. Estimates for work shall be returned to the requesting agency within three (3) working days, unless a different time of return is mutually agreed to by the vendor and the requesting agency. Estimates shall be furnished at no charge to the requesting agency and are to be considered an overhead cost by the vendor (including any diagnostic time that might be required to make the estimate).
 - Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required)
 - Estimates shall provide a schedule for start date once estimate is issued and purchase order is issued and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
 - Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Vendor and the requesting agency in advance of performance of the work. The county and the requesting agency shall not be liable for payment for work not agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting agency for a change to the original proposal shall result in the requesting agency and the County not being liable for payment for the additional work.

9. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within 30 minutes of the time when the message was left.
10. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Vendor shall be required to initiate a call back to the sender within 30 minutes of the page or the call to the answering service. Failure to meet this call back response will be just cause for the requesting agency to utilize the services of the Secondary contractor or another vendor if no Secondary contractor exists.
11. If the contractor does not meet the response time requirements, the requesting agency may use the services of the Secondary contractor (or another vendor if no Secondary contractor exists), if necessary, to fulfill needs.
12. At the end of each workday, vendor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
13. At the 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 any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon Contractor's failure to do so, the County or requesting agency shall have the right to remove such surplus material, false work, temporary structures including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside vendors and/or personnel costs based upon the position of the personnel in the requesting agency. The extent that the requesting agency may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.
14. Contract shall not use any County or requesting agency owned or leased dumpsters under any circumstances.
15. Vendor shall be required to utilize new, first quality parts. Use of seconds, blemished, rebuilt or refurbished parts shall not be permitted.
16. Use of Premises: On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within 24 hours after notification by the requesting agency that such damage has occurred.
17. County will not reimburse the Contractor for travel time to or from the work site.

Bldg. No.	<u>Building Name</u>	<u>Address</u>	Qty of doors	Point of contact	Action	Frequency of Service	Price per service
89	Detention Facility (ACDF)	1435 N. Courthouse Rd.	One Bi-fold Loading dock door	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$269
89	Detention Facility (ACDF)	1435 N. Courthouse Rd.	One Bi-fold Sallyport Entrance door	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$269
89	Detention Facility (ACDF)	1435 N. Courthouse Rd.	One Bi-fold Sallyport Exit door	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$269
89	Detention Facility (ACDF)	1435 N. Courthouse Rd.	3 fire doors	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Fire door drop test & fusible link replacement	semi-Annual	\$608
90	Courts Police Building (CP)	1425 N. Courthouse rd.	Garage doors (entrance & exit)	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$330
90	Courts Police Building (CP)	1425 N. Courthouse rd.	4 fire doors	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Fire door drop test & fusible link replacement	semi-annual	\$738
83	Arlington Mill Community Center (AMCC)	909 S. Dinwiddie St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$330

83	Arlington Mill Community Center(AMCC)	909 S. Dinwiddie St.	1 fire door	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Fire door drop test & fusible link replacement	Annual	\$361
120	Art Light Maintenance Facility (NEW)	3201 S. Eads St.	5	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$500
2	BUCK I	1425 N. Quincy St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$330
3	BUCK II	1429 N. Quincy St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$330
34	Central Library	1015 N. Quincy St.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$381
<u>Bldg. No.</u>	<u>Building Name</u>	<u>Address</u>	<u>QTY</u>	<u>Point of contact</u>	<u>Action</u>	<u>Frequency</u>	<u>Price per service</u>
68	Courts Square West (CSW)	1400 N. Uhle St.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$381
56	DPW Garage Bays	4251 S. 28th St.	19	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$1,691
58	Equipment Bureau	2701 S. Taylor St.	29	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Annual	\$2,954
40	Fire Station #1	500 Glebe rd.	7	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$665
41	Fire Station #2	4805 Wilson Blvd.	6	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$582

55	Fire Station #3	4100 Old Dominion Drive	4	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$809
42	Fire Station #4	3121 N. 10th St.	4	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$436
113	Fire Station #5	1750 S Hayes St.	8	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$752

43	Fire Logistics (OLD FS#5)	1740 S Hayes St.	6	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	semi-annual	\$582
10	Fire Station #6	6950 N. Little Falls rd.	11	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$1,302
44	Fire Station #7	3116 Abingdon St.	1	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$285
<u>Bldg. No.</u>	<u>Building Name</u>	<u>Address</u>	<u>QTY</u>	<u>Point of contact</u>	<u>Action</u>	<u>Frequency</u>	<u>Price per service</u>
45	Fire Station #8	4845 Lee Hwy.	4	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$436
46	Fire Station #9	1900 S. Walter Reed	6	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$582
46	Fire Station #10 (temporary)	1791 N. Quinn st.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$330
60	Fire Training	2800 S. Taylor St.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$381
22	Independence House (NEW)	1723 Fairfax Drive	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Annual	\$330
80	Metro Tunnel	2111 Wilson Blvd.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$381
82	Motorola Building	2701 S. Nelson St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$330
57	Oakland St.s Warehouses	2704 - 2706 Oakland St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$330

53	Parks Operations Building (PRCR)	2700 Taylor St.	8	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$752
103	Shirlington Lib./Signature Theater	4200 Campbell Avenue	1	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$285
54	Solid Waste/Traffic Building	4300 South 29th St.	1	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$285
<u>Bldg. No.</u>	<u>Building Name</u>	<u>Address</u>	<u>QTY</u>	<u>Point of contact</u>	<u>Action</u>	<u>Frequency</u>	<u>Price per service</u>
123	Thomas Building	2020 14th St. North	1 overhead door and 2 arms	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Monthly	\$381
123	Thomas Building	2020A 14th St. North	1 FMB Shop	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4423	Planned maintenance	Semi-annual	\$285
104	Traffic Engineer Warehouse	4280 S. 29th St.	4	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$485
104	Traffic Engineer paint shop	4290 S. 29th St.	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$330
107	Vehicle Wash	4260 South 28th St.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$381
52	Walter Reed CC	2909 S 16th street	2	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4423	Planned maintenance	Semi-annual	\$330
52	Water, Sewer and St.s Warehouse	4202 S. 28th St.	3	FMB Hotline 1400 N. Uhle St. Ste 602 Arlington VA 22201 703.228.4422	Planned maintenance	Semi-annual	\$381

DATE: February 23, 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:

Overhead Door Company of Washington, DC

8641 Virginia Meadows Drive

Manassas, VA 20109

Telephone: 703-334-4050 Facsimile: 703-334-4060 Email: kellybourque@doorsnow.com

Representative and Title: **Kelly Bourque**

CONTRACT TITLE: Bay Door & Security Gate Repair and Maintenance

CONTRACT NUMBER: 5030202

CONTRACT PERIOD: March 1, 2018 to March 1, 2019

RENEWAL OPTIONS: 4

CONTRACT TYPE: Fixed Price

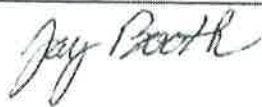


COUNTY CONTRACT ADMINISTRATOR: Captain Jason Reese, DFR

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. **7014081** issued **January 23, 2018**.
3. The Contractor's Solicitation Response dated **February 8, 2018**

CONTRACT ITEMS:

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
Overhead Door Company of Washington, DC		Jay Booth, General Manager	February 23, 2018
Dept. of Fire & Rescue		Jason Reese, Battalion Chief	2/24/18
Purchasing Manager		Adam Manne, Purchasing Manager	2-26-18



**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

Invitation to Bid

Title **Bay Door & Security Gate Repair and Maintenance**
Published Date **23-JAN-2018 15:00:00** Due Date **09-FEB-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 **Not Specified**
Email **CSPOLLEN@PWCGOV.ORG**

Question and Answers:

Submit Questions to **SPOLLEN, Ms. CHARLENE**
Fax
Email **CSPOLLEN@PWCGOV.ORG**
Submit Questions **29-JAN-2018**
by
Questions will be **02-FEB-2018**
answered by

Contract Terms and Conditions

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Terms and Conditions

L SPECIAL PROVISIONS

L1 SCOPE OF WORK

See Attachment 1 for the Scope of Work.

L2 1.2 REQUESTING AGENCY

The Department of Fire and Rescue in association with the Prince William County Fire and Rescue Association (FRA) is the main requesting agency for this solicitation. Other Prince William County agencies may utilize the awarded contract(s) resulting from this solicitation.

L3 CONTRACT PERIOD

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

L4 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.

L5 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.

L6 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.

L7 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 three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

L8 PROVISION OF SERVICES

The Contractor shall provide the services to the County as described in this Contract. Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry best practices and shall be considered complete when the Contract Administrator approves the products as acceptable.

L9 TASK ORDER PROCEDURE

As County projects become known, the County shall provide a project task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates no later than three business days from the County's task request, unless the County agrees to an alternate schedule. The County may request a meeting with the Contractor to discuss the proposed scope of work.

The Contractor's task proposal should include, but not be limited to, the following:

1. The detailed scope of work, terms and conditions, other related special conditions.
2. The estimated staffing by position title, estimated number of hours for each, and total estimated cost based on the Schedule of Rates (unit price and extended price).
3. Identify subcontractors required for the task. Provide detailed information as required in item 2.
4. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as rented or leased equipment.
5. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are essential for completion of the task. Those items shall be furnished when available and in the form available.
6. Proposed dates of work commencement (generally five calendar days from receipt of order) and completion (as coordinated with the County).
7. Contractor shall sign and date task proposal.

When County work permits are necessary, the Contractor shall reimburse the Contractor for the permit charge. The Contractor must include the permit charge as a separate line on the invoice.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, workplan, and cost estimate.

The Contractor shall not receive compensation for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within three business days from final negotiations, the Contractor shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully executed Purchase Order. Invoice amounts for services shall not exceed the amounts listed on the Purchase Order. Changes to the Purchase Order shall be made via Change Order.

If the County and the Contractor cannot come to an agreement on the task request, the County may obtain services from other sources.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

L.10 INSPECTION OF JOB SITE

The Contractor shall inspect the job site and be aware of and familiar with the work conditions. The County shall not consider claims as a result of failure to inspect the job site.

L.11 WORK SITE DAMAGES

Any damage, as determined by the County or the requesting agency, 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 sole expense. The County may perform the repairs unless the County

agrees that such repairs may be made by the Contractor. Any such Contractor repairs will be made within ten (10) calendar 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.

L12 FINAL INSPECTION

At the conclusion of the work, the Contractor shall demonstrate to the County that the work is fully operational and in full compliance with the Contract. The Contractor shall promptly and permanently correct any deficiencies at the Contractor's sole expense prior to final acceptance of the work.

L13 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.

L14 DELIVERY AND STORAGE

The Contractor shall make all arrangements for delivery, unloading, receiving, storing, and securing materials in the building during installation. The County does not and will not assume any responsibility for receiving these shipments.

L15 INSTALLATION

Assemble and set in place all items, ready for use. Remove all crating and other debris from the premises.

L16 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.

L17 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.

L18 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.

L19 WARRANTY

The Contractor fully guarantees all materials and equipment against defects in material and workmanship for a period of one year following date of delivery. Should the

County note any defect, the Purchasing Office will notify the Contractor of such defect or non-conformance. The notification will state either (1) that the Contractor shall replace or correct all defective or non-conforming materials or equipment, or (2) the County does not require replacement or correction, but a negotiated equitable adjustment to the Contract price. If the Contractor is required to correct or replace, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials corrected or replaced with similar items and charge the costs to the Contractor or obtain an equitable adjustment in the contract price.

L20 PREVENTIVE MAINTENANCE

The Contractor shall provide all necessary preventive maintenance, required testing and inspection, calibration, and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

L21 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.

L22 MAINTENANCE MANUALS

The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring

diagrams, parts list, and a copy of all warranties.

I.23 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.24 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.25 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.

I.26 ORDERING OPTION

The County may, during the first year after this Contract award and with the concurrence of the Contractor, place additional orders under the Contract at the original unit price through the issuance of separate Purchase Orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the Contract.

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.pwecgov.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 and update your vendor profile. For questions regarding direct deposit/ACH payments please contact 703-792-8060 or 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 BIDS EXCEEDING AVAILABLE FUNDS

A. Unless the County cancels a Solicitation or rejects all bids, a responsive bid from the lowest responsible Bidder shall be accepted as submitted, except if the bid from the lowest responsible Bidder exceeds available funds. The Purchasing Manager or designee may negotiate with the apparent low Bidder to obtain a Contract within available funds. Such negotiation shall be undertaken in accordance with the procedures in subsection B of this section.

B. Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;
2. Substitution of materials; and/or
3. Change in the period for project completion, if the procurement is a construction project.

C. The Purchasing Office shall conduct the negotiations with the Bidder. If the negotiation does not result in a Contract price within available funds, the Purchasing Office shall seek an appropriation of additional funds from the Using Department prior to execution of a Contract with the low responsive and responsible Bidder; otherwise, the Solicitation shall be canceled. A record of the cancellation shall be part of the procurement file.

II.14 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.15 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.16 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.17 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.18 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon the budget and appropriation of funds by the Board of County Supervisors (if necessary), and the successful negotiation of contractual terms agreeable to both parties. Failure to achieve either of the above will result in no award.

II.19 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.20 CURRENCY

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

II.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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 a new 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.31 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.32 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.33 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

II.34 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.35 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.36 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.37 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.38 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.39 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.40 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.41 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.42 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.43 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.44 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.45 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 Contractor shall be liable only for payments due through the date of termination.

II.46 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.47 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.

ATTACHMENT 1

SPECIFICATIONS/SCOPE OF WORK

Purpose is to establish a contract for the maintenance, repair, replacement of existing, and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators.

1. Contractor shall provide service 24 hours per day, 7 days per week
2. Regular Hours shall be defined as 0600 – 1800 hours, Monday through Friday
3. Overtime Hours shall be 1801 – 0559 hours, Monday through Friday and all day on Saturday, Sunday or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)
4. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls
5. Upon receipt of a routine service call, the Contractor shall report to the service destination within 3 hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 2 and 3 above. Overtime rates can only be charged with prior approval from the requesting agency.
6. Routine work that is scheduled for weekends or holidays shall be arranged 24 hours in advance.
7. Contractor shall be at the service destination within 2 hours, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether or not the service call is made during Regular Hours or Overtime Hours.
8. Estimates for work shall be returned to the requesting agency within three (3) working days, unless a different time of return is mutually agreed to by the vendor and the requesting agency. Estimates shall be furnished at no charge to the requesting agency and are to be considered an overhead cost by the vendor (including any diagnostic time that might be required to make the estimate).
 - Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required)
 - Estimates shall provide a schedule for start date once estimate is issued and purchase order is issued and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
 - Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Vendor and the requesting agency in advance of performance of the work. The county and the requesting agency shall not be liable for payment for work not agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting agency for a change to the original proposal shall result in the requesting agency and the County not being liable for payment for the additional work.

9. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within 30 minutes of the time when the message was left.
10. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Vendor shall be required to initiate a call back to the sender within 30 minutes of the page or the call to the answering service. Failure to meet this call back response will be just cause for the requesting agency to utilize the services of the Secondary contractor or another vendor if no Secondary contractor exists.
11. If the contractor does not meet the response time requirements, the requesting agency may use the services of the Secondary contractor (or another vendor if no Secondary contractor exists), if necessary, to fulfill needs.
12. At the end of each workday, vendor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
13. At the 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 any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon Contractor's failure to do so, the County or requesting agency shall have the right to remove such surplus material, false work, temporary structures including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside vendors and/or personnel costs based upon the position of the personnel in the requesting agency. The extent that the requesting agency may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.
14. Contract shall not use any County or requesting agency owned or leased dumpsters under any circumstances.
15. Vendor shall be required to utilize new, first quality parts. Use of seconds, blemished, rebuilt or refurbished parts shall not be permitted.
16. Use of Premises: On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within 24 hours after notification by the requesting agency that such damage has occurred.
17. County will not reimburse the Contractor for travel time to or from the work site.

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IFB 7014081 – Attachment 3
BID SUBMISSION FORM

Business Identification

BUSINESS NAME:	Overhead Door Company Of Washington D.C.
ADDRESS:	8641 Virginia Meadows Drive Manassas VA 20109
CONTACT PERSON:	Mike Bertrand
TITLE:	Account Manager
TELEPHONE NO.:	703-334-4050
FAX NO.:	703-334-4060
EMAIL ADDRESS:	Mikebertrand@doorsnow.com
REMITTANCE ADDRESS:	8641 Virginia Meadows Drive Manassas VA 20109
PROMPT PAYMENT DISCOUNT:	0 % FOR PAYMENT WITHIN 0 DAYS; NET 30 DAYS
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	Maryland
PRINCIPAL BUSINESS LOCATION:	6841 Distribution Drive Beltsville MD 20705
STATE CORPORATION COMMISSION IDENTIFICATION NO.:	F037322-7
DUNS NUMBER:	064865892

Business Classifications

Corporation	<input type="checkbox"/>	Partnership	<input checked="" type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>
Minority Owned	<input type="checkbox"/>	Small Business	<input type="checkbox"/>	Non Profit	<input type="checkbox"/>

Ownership Disclosure

Names and address of all persons having an ownership interest of 5% or more in the business:	
1.	Lou Rehak 6841 Distribution Drive Beltsville MD 20705
2.	Willie White
3.	

Qualifications and References

1. Type of work performed by this business:	Overhead Door Sales & Service	
2. Number of years this business has been in operation:	44 Years	
3. Number of employees:	Full time: 218	Part time: 0
4. Business License: 10022537-2017	Type: Contractor	Issued: 3-6-17

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IFB 7014081 – Attachment 3

5. Contractor's License:	Type: 2701022151A	Class: A
	Issued: 8-30-2017	Expires: 8-31-2018
6. List major equipment and facilities that will be used for this procurement (specify: type, age, and owned or rented):	Nissan Forklift 2010 Hyster Forklift 2010 Hyster Forklift 2009 Genie Scissor Lifts 2007, 2009, 2009	
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) OSHA 30 Hour	
	B) CPR & First Aid	
	C) Forklift, Scissor Lift, Rigging Use	
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) Prince William County 13055BA4 Charlene Spollen 703-792-6793	
	B) Arlington County # 722-13 Leesa Anderson 703-228-6860	
	C) Loudoun County #185944 Greg Bowers 571233-1901	
10. Has the business ever defaulted or failed to complete any public body contract:	No: X	
	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	X
	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	X
	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: 2-8-2018
Name (Printed): Jay Booth	Title: General Manager

IFB No. 2014081 – Bay Door and Security Gate Repair and Maintenance
Attachment 4

CONSTRUCTION – Building Repair & Maintenance		
OVERALL CERTIFICATE REQUIREMENTS		
Requirement		Compliance
Seller's Name matches Agreement		
All insurers AM Best Rating: A- VIII or better		
*A waiver of subrogation in favor of Prince William County is applicable to all policies including worker's 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 Professional Liability, Workers' Compensation and Employer's Liability shall include Prince William County, all 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"		
SELLER'S INSURANCE REQUIREMENTS		
TYPE OF COVERAGE	MINIMUM LIMIT	Compliance
Commercial General Liability		
Bodily Injury and Property Damage	\$1,000,000 per occurrence	
	\$2,000,000 General Aggregate	
Personal & Advertising Injury	\$1,000,000 per occurrence	
Products – Completed Operations	\$2,000,000 Aggregate	
XCU Property Damage	Not excluded	
Fire Legal Liability	\$300,000	
Medical Payments to Others	\$10,000	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Comprehensive Automobile Liability		
Bodily Injury And Property Damage	\$1,000,000 Combined Single Limit Each Occurrence	
Any Auto – OR – Owned, Hired and Non-Owned	Checked	
Additional Insured box	Checked	
Waiver of Subrogation box	Checked	
Contractors Pollution Liability		
Environmental Damage	\$1,000,000 per occurrence	
	\$2,000,000 Aggregate	
Must include Transportation Coverage for contractor and third-party vehicles moving hazardous materials		
Must include coverage for Non-Owned Disposal Sites		
Prince William County must be additional insured on the CPL policy		
If claims-made coverage, Seller must agree to maintain coverage for 5 years after the completion of the contract or project, or obtain an extended reporting period of at least 5 years.		
Umbrella/Excess Liability		
Each Occurrence and Aggregate	For all contracts: sufficient to bring all liability limits, including CPL, up to \$2,000,000 For contracts valued at more than \$500,000: sufficient to bring all liability limits up to \$5,000,000	

PRICING SCHEDULE

	Description	No. Doors	Type of Door	Audible or Visual Alarms	Electric Door Opener	Notes	Unit	Unit Price Per Visit
1	OWL FS2 1306 F Street Woodbridge, VA	4	Overhead	Yes (1)	4 (All with remote control)		Per Site	\$ 361.00
2	Dumfries FS3-Fire 18321 Jeff-Davis Hwy Dumfries, VA	9	Overhead	Yes (3)	9 (6 with remote control)		Per Bldg.	\$ 711.00
3	Dumfries FS3-Fire Storage Shed #1 18321 Jeff-Davis Hwy Dumfries, VA	1	Overhead	No	No		Per Bldg.	\$ 230.00
4	Dumfries FS3-Fire Storage Shed #2 18321 Jeff-Davis Hwy	2	Overhead	No	2 (1 with remote control)		Per Bldg.	\$ 285.00
5	Dumfries FS3-Rescue 3800 Graham Park Road Dumfries, VA	6	Overhead	No	6 (All with remote control)		Per Site	\$ 474.00
6	Gainesville FS4 14450 John Marshall Hwy Haymarket, VA	6	Overhead	Yes (6)	6 (All with remote control)		Per Site	\$ 474.00
7	Nokesville FS5 12826 Marsteller Dr Nokesville, VA	6	Overhead	No	6 (3 remote/3 wireless)		Per Site	\$ 474.00
8	Coles FS6 13712 Dumfries Road Manassas, VA	8	Overhead	No	8 (All with remote control)		Per Site	\$ 632.00
9	Lake Jackson FS7 11310 Coles Drive Manassas, VA	7	Overhead	Yes (7)	7 (All with remote control)		Per Site	\$ 553.00
10	Yorkshire FS8 8277 Patton Lane Manassas, VA	8 1	Overhead Rollup	Yes (8) No	8 (All with remote control)	a	Per Site	\$ 711.00
11	Dale City FS10 14975 Catalpa Court Dale City, VA	4 3	Overhead B-Fold	Yes (4) Yes (3)	7 (All with remote control)		Per Site	\$ 553.00
12	Stonewall FS11 7814 Garner Drive Manassas, VA	8	Overhead	Yes (8)	8 (7 with remote control)		Per Site	\$ 632.00

13	OWL FS12 2170 Montgomery Ave Woodbridge, VA	10 2	Overhead Roll up	Yes (1) No	10 (with remote control)	a	Per Site	\$ 948.00
14	Dale City FS13 13511 Hillendale Drive Dale City, VA	3	Overhead	Yes (3)	3 (All with remote control)		Per Site	\$ 311.00
15	OWL FS14 12400 Hedges Run Dr Woodbridge, VA	8	Overhead	Yes (4)	8 (4 with remote control)		Per Site	\$ 632.00
16	Evergreen FS15 3510 James Madison Hwy Haymarket, VA	9	Overhead	Yes (9 - Audible only)	9 (7 with remote control)		Per Site	\$ 711.00
17	Buckhall FS16 7190 Yatesford Rd Manassas, VA	9	Overhead	No	8	b	Per Site	\$ 711.00
18	Dumfries FS17 15219 Hollyside Drive Montclair, VA	5	Overhead	Yes (5)	5 (All with remote control)		Per Site	\$ 395.00
19	Dale City FS18 5849 Dale Boulevard Dale City, VA	6	Overhead	Yes (6)	6 (with remote control)		Per Site	\$ 474.00 Plus Required Scissor Lift \$368.22
20	Dale City FS20 3171 Prince William Pkwy Dale City, VA	8	Overhead	Yes (8)	8 (with remote control)		Per Bldg.	\$ 632.00
21	Dale City FS20 Storage Bldg. 3171 Prince William Pkwy Dale City, VA	3	Roll up	No	No	a	Per Bldg.	\$ 311.00
22	Dumfries FS23 16530 River Ridge Blvd Woodbridge, VA	10	Overhead	Yes (10)	10 (with remote control)		Per Site	\$ 790.00
23	Antioch FS24 5901 Antioch Road Haymarket, VA	6	Overhead	Yes (6)	6 (with remote control)		Per Site	\$ 474.00
24	Antioch FS24 5901 Antioch Road Haymarket, VA	N/A	N/A	N/A	N/A	c	Electric Gate	\$ 230.00
25	Nokesville FS25 9406 Devlins Grove Pl Bristow, VA	8 1	Overhead Rollup	Yes (8) No	8	a	Per Site	\$ 711.00

26	5026 Davis Ford Road Woodbridge, VA 22192	6	Bi-fold	Yes (6)	All with remote control		Per Site	\$ 474.00
27	OWL Fleet Maintenance 910 Highams Ct Woodbridge, VA	9	Overhead	No	5 (3 with remote control)		Per Site	\$ 711.00
28	Bat. 1 Warehouse 8696 Virginia Meadows Drive Manassas, VA	2	Rollup	No	None		Per Site	\$ 285.00
29	Central Recycling Processing Facility 14811 Dumfries Rd. Manassas, VA 20112	5	some are electric and some manual)	No			Per Site	\$ 395.00
30	Household Hazardous Waste/Electronics Facility 14825 Dumfries Rd. Manassas, VA 20112	3	Manual	No			Per Site	\$ 311.00
31	Donation Center 14811 Dumfries Rd. Manassas, VA 20112	2	Manual	No			Per Site	\$ 285.00

Prices for maintenance shall include inspection, lubrication of moving parts, and adjustments as required. These services will be provided on an Annual, Semi-Annual or Quarterly basis as scheduled or requested by the Station.

Notes:

- a. Roll up door(s) manually operate and not equipped with visual/audible warning systems
- b. FS16 has nine (9) overhead doors of which one (1) door is manually operated.
- c. Rear Security Gate for Fire Department Access to Dominion Valley. Manufacturer: Magnetic Auto Control, installed by Smart Pares Inc. Gate is equipped with Click to Enter System.

If parts discount is off original invoice, vendor must include a copy of that invoice with their invoice for services for verification.

Hours to be worked and parts to be purchased are estimated below. Please provide pricing for numbers 32 through 37 below.

Line Item Number	Item	Annual Estimate	Hourly Rate	Extended Price
32	Mechanic – Regular Hourly Rate	1,000 Hours	\$ 92.00	\$ 92,000.00
33	Helper – Regular Hourly Rate	1,000 Hours	\$ 27.00	\$ 27,000.00
34	Mechanic – Overtime Hourly Rate	200 Hours	\$ 138.00	\$ 27,600.00
35	Helper – Overtime Hourly Rate	200 Hours	\$ 40.50	\$ 8100.00
36			Subtotal	\$ 154,700.00
			Percent Discount	Annual Estimate
37	Parts List	\$100,000	10 %	\$ 90,000.00
Total Parts and Labor	(total of Lines 36 and 37)			\$ 244,700.00

IFB No. 2014081 -- Bay Door and Security Gate Repair and Maintenance
Attachment 4

Umbrella box	checked	
Occurrence box	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
Workers' Compensation & Employer's Liability		
Statutory box	checked	
Waiver of Subrogation box checked	checked	
Each Accident	\$500,000	
Disease -- Each Employee	\$500,000	
Disease -- Policy Limit	\$500,000	
Builder's Risk Insurance		
Physical Damage to County Property	Full replacement cost of all construction and existing property within the construction zone	
Insuring Prince William County, the Contractor and all subcontractors on the Project, with a waiver of subrogation on behalf of all insured parties		
Prince William County named as Loss Payee AIMA		
Covering All Risks of loss or damage and including materials stored off-site		
Including Boiler and Machinery breakdown coverage during maintenance or modification of insured objects		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	CONTACT NAME: PHONE (A/C No. Ext): 443-798-7499 FAX (A/C No.): 443-798-7290 E-MAIL ADDRESS: BW2.BSD.Certs@ajg.com														
INSURED Overhead Door Company of Washington, DC Northern Virginia Branch 8641 Virginia Meadows Drive Manassas VA 20109	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER B :Hartford Insurance Co Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C :Harleysville Worcester Insurance Company</td> <td>26182</td> </tr> <tr> <td>INSURER D :Great American Insurance Comp</td> <td>16691</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Twin City Fire Insurance Co	29459	INSURER B :Hartford Insurance Co Midwest	37478	INSURER C :Harleysville Worcester Insurance Company	26182	INSURER D :Great American Insurance Comp	16691	INSURER E :		INSURER F :	
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INSURER D :Great American Insurance Comp	16691														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 330792064** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MPA00000015739W	8/1/2017	8/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	30UEAQT9629	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	TUU 0330050 09	8/1/2017	8/1/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30WEAQT9627	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Workers Compensation applies in MD, DC, and VA

Job: IFB # 2014081 - Bay Door & Security Gate Repair and Maintenance; Bid: 701481

Prince William County, its officers, directors, agents and employees are included as additional insured with respect to the General Liability, Auto Liability and Umbrella Liability policies as required by written contract. Insurance provided is primary and non-contributory with respect to See Attached...

CERTIFICATE HOLDER Prince William County Government Department of Finance Attn: Purchasing Office 1 County Complex Court (MC460) Woodbridge VA 22192	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Overhead Door Company of Washington, DC Northern Virginia Branch 8641 Virginia Meadows Drive Manassas VA 20109	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

the general liability policy as required by written contract. A waiver of subrogation applies with respect to the general liability, automobile liability, umbrella liability and worker's compensation policies as required by written contract. 30 day notice of cancellation / 10 day notice for non-payment will be provided to the certificate holder with respect to the general liability and automobile liability policies as required by written contract.

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured 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 that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy No. 30UEAQT9629

Policy Period: 8/1/2017 - 8/1/2018

Overhead Door Company of Washington DC

Overhead Door Company of Central Virginia

Overhead Door Company of Harrisburg - York



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees, or Cont - Completed
Ops (blanket use)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Applies to any
person or organization when required in a written contract.

Location And Description Of Completed Operations: Applies to all locations
and all completed operations where the insured has performed work.

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

Section II - Who Is An Insured is amended to include as an additional
insured the person(s) or organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury" or "property damage" caused,
in whole or in part, by "your work" at the location designated and described
in the schedule of this endorsement performed for that additional insured
and included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under this policy:

SCHEDULE

Policy Period: Effective date: 8-1-2017 to		Expiration date: 8-1-2018
Name of Person or Organization:	Project I.D.:	Mailing Address or Email Address:
Per Schedule on file with Company		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or additional separate Schedule.		

The following Condition is added:

If we cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, we will provide advance written notice of such cancellation or nonrenewal to the person(s) or organization(s) listed in the SCHEDULE above. Such notice will be provided to such person(s) or organization(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the SCHEDULE for such person or organization or sent by electronic mail to the email address set forth in the SCHEDULE for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. If sent by first class mail, proof of mailing constitutes proof of notice. If sent by email, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the SCHEDULE above shall terminate the earlier of: i) the end of the current Policy Period; or ii) when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

The Genuine. The Original.



Overhead Door Co. of Northern VA - 8641 Virginia Meadows Drive Manassas, VA 20109

Phone: 703-334-4050 Fax: 703-334-4060 www.OverheadDoorGroup.com

Company References

MWAA - 1 Aviation Circle Washington DC 20007

1-13-C042

Vertical Lifting Door Maintenance and Repairs at Ronald Reagan Washington National Airport
Commercial Service & Install

Brian Palmer & Bradley Norton 703-417-8123

Contract Level: Prime- April 11, 2014 , April 11, 2016 - April 11, 2017

Loudoun County - 801 Sycolin Road Leesburg VA 20177

13055BA4

Bay Door And Security Gate Repair And Maintenance

Commercial Service & Install

Phillip R Butterfass & Greg Bowers 571-233-1901

Contract Level: Prime- June 2013- Present

Prince William County - 41 County Complex Ct. Prince William VA 22192

13055BA4

Bay Door And Security Gate Repair And Maintenance

Commercial Service & Install

Ellen Wills 703-792-6773

Contract Level: Prime- June 27th 2013- Present

Fairfax County Water Authority - 85570 Executive Park Ave. Fairfax VA 22031

13055BA4

DES - Bay Door And Security Gate Repair And Maintenance

Commercial Service & Install

Bill Murphy 703-289-6515

Contract Level: Prime- June 27, 2013- Present

Arlington County - 1400 N. Uhle Street Suite 602 Arlington VA 22201

722-13

Bay Door And Security Gate Repair And Maintenance

Commercial Service & Install

Ricky Anderson 703-216-9419

Contract Level: Prime- June 27, 2013 - Present

DRUG-FREE WORKPLACE

The employees of the Company are its most valuable resource and, as such, the Company is concerned with their health and safety. Employees who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism, which results in, among other things, increased costs, delays in completing projects and risk to the Company's business. The safety of others who deal with the Company is also important. The Company is, therefore, committed to maintaining a safe, healthy and productive workplace free from the influences of alcohol and drugs and has adopted this policy to achieve this goal. Accordingly, the Company will not tolerate any drug or alcohol use by its employees that imperils the health and well being of its employees and/or is detrimental to or threatens its business.

Policy

1. The unlawful manufacture, distribution, dispensation, possession or use of illegal drugs or controlled substances on Company premises, at other job or work locations or otherwise while working or on Company business, or while driving Company vehicles or other vehicles while working or on Company business is prohibited.
2. Except as may be permitted at certain Company functions, the use or possession of alcohol on Company premises, at other job or work locations or otherwise while working or on Company business, or while driving Company vehicles or other vehicles while working or on Company business is prohibited. If alcohol consumption is permitted at a Company function, only employees of legal age may consume alcohol, and they should drink responsibly so as not to adversely affect or jeopardize the employee's work performance, his/her own or another's safety or the Company's reputation or business.
3. Reporting to work and/or working under the influence of illegal drugs, controlled substances or alcohol is prohibited.
4. Any employee receiving a conviction under any criminal drug statute for a violation committed or occurring in the workplace must notify Jaclyn Whitaker or Charles Whitaker within five (5) days of such conviction; any such conviction may be deemed a violation of this policy.

Policy Violations

For any violation of this policy, the Company, in its sole discretion, may subject the offending employee to disciplinary action, up to and including immediate termination of employment, and referral for criminal prosecution.

Drug and Alcohol Testing

Because of the Company's strong concern for workplace, on-the-job and public safety, the Company, in its sole discretion, may require any employee to undergo tests or screening (including, without limitation, by urinalysis or other appropriate methods) for the presence of alcohol or illegal drugs or controlled substances in any of the following circumstances:

- whenever the Company suspects or has reason to believe that an employee's work performance or on-the-job behavior may have been affected in any way by drugs or alcohol;
- when an employee is involved in, causes or contributes to a workplace or other on-the-job accident (including, but not limited to, motor vehicle accidents) or potential accident in which personal injuries or property damage occur or the potential for personal injury or property damage existed, even if the employee does not exhibit observable symptoms of being under the influence;
- when required by government regulations; and/or
- at random, periodically and at unannounced times, either individually or as part of a blanket test of all or any portion of the Company's employees.

The above should not be construed as a complete list of when, or the only times under which, testing/screening may occur.

In cases where an employee refuses to undergo a drug or alcohol test/screen or where a drug or alcohol test/screen indicates the presence or use of illegal drugs, controlled substances or alcohol, the Company, in its sole discretion, may impose disciplinary action on the employee, **up to and including immediate termination of employment.**

Questions

Employees who have any questions about this policy should contact Jaelyn Whitaker.

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Overhead Door Co. of Washington, DC - 6841 Distribution Drive, Beltsville, MD 20705
Phone: 301-937-1800 Fax: 301-937-5536 www.OverheadDoorGroup.com

COMPANY PROFILE

2017

Washington Overhead Door, Inc., t/a Overhead Door Company of Washington, DC has been in business for Forty Four (44) years furnishing, installing and servicing overhead type rolling doors, sectional doors, electric operators, high speed doors, four-fold doors, loading dock equipment and related products.

Our technicians are factory-trained in the installation and servicing of our products. Our fleet of vehicles is well-supplied with the necessary equipment and tools to perform a proper installation or perform necessary service.

Our field foremen monitor and inspect installations as well as do site training to owners, if applicable. They are factory-trained, have professional experience in the appropriate applications for the various situations and are most qualified to provide proper demonstration and training on how to operate and maintain our products.

We maintain a large inventory of parts in our warehouse as well. Should there be a need to order parts from our suppliers they are made available to us at the earliest possible time.

Service (emergency or not) is available 24 hours a day, seven days a week by simply calling our regular telephone number (301-937-1800). In case of an emergency, the "on-call" technician will respond to you by telephone and make the necessary arrangements to correct your service problem.

We are well-known in the industry as industry leaders and strive to maintain our reputation.



**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

Invitation to Bid

Title **Bay Door & Security Gate Repair and Maintenance**
Published Date **23-JAN-2018 15:00:00** Due Date **09-FEB-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 **Not Specified**
Email **CSPOLLEN@PWCGOV.ORG**

Question and Answers:

Submit Questions to **SPOLLEN, Ms. CHARLENE**
Fax
Email **CSPOLLEN@PWCGOV.ORG**
Submit Questions **29-JAN-2018**
by
Questions will be **02-FEB-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 I. 2 REQUESTING AGENCY

The Department of Fire and Rescue in association with the Prince William County Fire and Rescue Association (FRA) is the main requesting agency for this solicitation. Other Prince William County agencies may utilize the awarded contract(s) resulting from this solicitation.

I.3 CONTRACT PERIOD

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

I.4 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.5 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.6 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.7 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 three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.8 PROVISION OF SERVICES

The Contractor shall provide the services to the County as described in this Contract. Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry best practices and shall be considered complete when the Contract Administrator approves the products as acceptable.

I.9 TASK ORDER PROCEDURE

As County projects become known, the County shall provide a project task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates no later than three business days from the County's task request, unless the County agrees to an alternate schedule. The County may request a meeting with the Contractor to discuss the proposed scope of work.

The Contractor's task proposal should include, but not be limited to, the following:

1. The detailed scope of work, terms and conditions, other related special conditions.
2. The estimated staffing by position title, estimated number of hours for each, and total estimated cost based on the Schedule of Rates (unit price and extended price).
3. Identify subcontractors required for the task. Provide detailed information as required in item 2.
4. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as rented or leased equipment.
5. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are essential for completion of the task. Those items shall be furnished when available and in the form available.
6. Proposed dates of work commencement (generally five calendar days from receipt of order) and completion (as coordinated with the County).
7. Contractor shall sign and date task proposal.

When County work permits are necessary, the Contractor shall be reimbursed for the permit charge. The Contractor must include the permit charge as a separate line on the invoice.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, workplan, and cost estimate.

The Contractor shall not receive compensation for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within three business days from final negotiations, the Contractor shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully executed Purchase Order. Invoice amounts for services shall not exceed the amounts listed on the Purchase Order. Changes to the Purchase Order shall be made via Change Order.

If the County and the Contractor cannot come to an agreement on the task request, the County may obtain services from other sources.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

I.10 INSPECTION OF JOB SITE

The Contractor shall inspect the job site and be aware of and familiar with the work conditions. The County shall not consider claims as a result of failure to inspect the job site.

I.11 WORK SITE DAMAGES

Any damage, as determined by the County or the requesting agency, 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 sole expense. The County may perform the repairs unless the County

agrees that such repairs may be made by the Contractor. Any such Contractor repairs will be made within ten (10) calendar 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.

I.12 FINAL INSPECTION

At the conclusion of the work, the Contractor shall demonstrate to the County that the work is fully operational and in full compliance with the Contract. The Contractor shall promptly and permanently correct any deficiencies at the Contractor's sole expense prior to final acceptance of the work.

I.13 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.

I.14 DELIVERY AND STORAGE

The Contractor shall make all arrangements for delivery, unloading, receiving, storing, and securing materials in the building during installation. The County does not and will not assume any responsibility for receiving these shipments.

I.15 INSTALLATION

Assemble and set in place all items, ready for use. Remove all crating and other debris from the premises.

I.16 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.17 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.18 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.19 WARRANTY

The Contractor fully guarantees all materials and equipment against defects in material and workmanship for a period of one year following date of delivery. Should the

County note any defect, the Purchasing Office will notify the Contractor of such defect or non-conformance. The notification will state either (1) that the Contractor shall replace or correct all defective or non-conforming materials or equipment, or (2) the County does not require replacement or correction, but a negotiated equitable adjustment to the Contract price. If the Contractor is required to correct or replace, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials corrected or replaced with similar items and charge the costs to the Contractor or obtain an equitable adjustment in the contract price.

I.20 PREVENTIVE MAINTENANCE

The Contractor shall provide all necessary preventive maintenance, required testing and inspection, calibration, and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

I.21 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.22 MAINTENANCE MANUALS

The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring

diagrams, parts list, and a copy of all warranties.

I.23 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.24 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.25 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.

I.26 ORDERING OPTION

The County may, during the first year after this Contract award and with the concurrence of the Contractor, place additional orders under the Contract at the original unit price through the issuance of separate Purchase Orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the Contract.

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 and update your vendor profile. For questions regarding direct deposit/ACH payments please contact 703-792-8060 or 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 BIDS EXCEEDING AVAILABLE FUNDS

A. Unless the County cancels a Solicitation or rejects all bids, a responsive bid from the lowest responsible Bidder shall be accepted as submitted, except if the bid from the lowest responsible Bidder exceeds available funds. The Purchasing Manager or designee may negotiate with the apparent low Bidder to obtain a Contract within available funds. Such negotiation shall be undertaken in accordance with the procedures in subsection B of this section.

B. Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;
2. Substitution of materials; and/or
3. Change in the period for project completion, if the procurement is a construction project.

C. The Purchasing Office shall conduct the negotiations with the Bidder. If the negotiation does not result in a Contract price within available funds, the Purchasing Office shall seek an appropriation of additional funds from the Using Department prior to execution of a Contract with the low responsive and responsible Bidder; otherwise, the Solicitation shall be canceled. A record of the cancellation shall be part of the procurement file.

II.14 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.15 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.16 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.17 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.18 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon the budget and appropriation of funds by the Board of County Supervisors (if necessary), and the successful negotiation of contractual terms agreeable to both parties. Failure to achieve either of the above will result in no award.

II.19 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.20 CURRENCY

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

II.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

II.34 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.35 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.36 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.37 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.38 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.39 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.40 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.41 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.42 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.43 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.44 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.45 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.46 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.47 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.

ATTACHMENT 1

SPECIFICATIONS/SCOPE OF WORK

Purpose is to establish a contract for the maintenance, repair, replacement of existing, and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators.

1. Contractor shall provide service 24 hours per day, 7 days per week
2. Regular Hours shall be defined as 0600 – 1800 hours, Monday through Friday
3. Overtime Hours shall be 1801 – 0559 hours, Monday through Friday and all day on Saturday, Sunday or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)
4. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls
5. Upon receipt of a routine service call, the Contractor shall report to the service destination within 3 hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 2 and 3 above. Overtime rates can only be charged with prior approval from the requesting agency.
6. Routine work that is scheduled for weekends or holidays shall be arranged 24 hours in advance.
7. Contractor shall be at the service destination within 2 hours, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether or not the service call is made during Regular Hours or Overtime Hours.
8. Estimates for work shall be returned to the requesting agency within three (3) working days, unless a different time of return is mutually agreed to by the vendor and the requesting agency. Estimates shall be furnished at no charge to the requesting agency and are to be considered an overhead cost by the vendor (including any diagnostic time that might be required to make the estimate).
 - Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required)
 - Estimates shall provide a schedule for start date once estimate is issued and purchase order is issued and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
 - Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Vendor and the requesting agency in advance of performance of the work. The county and the requesting agency shall not be liable for payment for work not agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting agency for a change to the original proposal shall result in the requesting agency and the County not being liable for payment for the additional work.

9. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within 30 minutes of the time when the message was left.
10. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Vendor shall be required to initiate a call back to the sender within 30 minutes of the page or the call to the answering service. Failure to meet this call back response will be just cause for the requesting agency to utilize the services of the Secondary contractor or another vendor if no Secondary contractor exists.
11. If the contractor does not meet the response time requirements, the requesting agency may use the services of the Secondary contractor (or another vendor if no Secondary contractor exists), if necessary, to fulfill needs.
12. At the end of each workday, vendor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
13. At the 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 any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon Contractor's failure to do so, the County or requesting agency shall have the right to remove such surplus material, false work, temporary structures including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside vendors and/or personnel costs based upon the position of the personnel in the requesting agency. The extent that the requesting agency may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.
14. Contract shall not use any County or requesting agency owned or leased dumpsters under any circumstances.
15. Vendor shall be required to utilize new, first quality parts. Use of seconds, blemished, rebuilt or refurbished parts shall not be permitted.
16. Use of Premises: On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within 24 hours after notification by the requesting agency that such damage has occurred.
17. County will not reimburse the Contractor for travel time to or from the work site.

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IFB 7014081 – Attachment 3
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:

IFB 7014081 – Attachment 3

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:

CONSTRUCTION – Building Repair & Maintenance		
OVERALL CERTIFICATE REQUIREMENTS:		
Requirement		Compliance
Seller's Name matches Agreement		
All insurers AM Best Rating: A- VIII or better		
"A waiver of subrogation in favor of Prince William County is applicable to all policies including worker's 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 Professional Liability, Workers' Compensation and Employer's Liability shall include Prince William County, all 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"		
SELLER'S INSURANCE REQUIREMENTS		
TYPE OF COVERAGE	MINIMUM LIMIT	Compliance
Commercial General Liability		
Bodily Injury and Property Damage	\$1,000,000 per occurrence	
	\$2,000,000 General Aggregate	
Personal & Advertising Injury	\$1,000,000 per occurrence	
Products – Completed Operations	\$2,000,000 Aggregate	
XCU Property Damage	Not excluded	
Fire Legal Liability	\$300,000	
Medical Payments to Others	\$10,000	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Comprehensive Automobile Liability		
Bodily Injury And Property Damage	\$1,000,000 Combined Single Limit Each Occurrence	
Any Auto – OR – Owned, Hired and Non-Owned	Checked	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Contractors Pollution Liability		
Environmental Damage	\$1,000,000 per occurrence	
	\$2,000,000 Aggregate	
Must include Transportation Coverage for contractor and third-party vehicles moving hazardous materials		
Must include coverage for Non-Owned Disposal Sites		
Prince William County must be additional insured on the CPL policy		
If claims-made coverage, Seller must agree to maintain coverage for 5 years after the completion of the contract or project, or obtain an extended reporting period of at least 5 years.		
Umbrella/Excess Liability		
Each Occurrence and Aggregate	For all contracts: sufficient to bring all liability limits, including CPL, up to \$2,000,000 For contracts valued at more than \$500,000: sufficient to bring all liability limits up to \$5,000,000	

IFB No. 2014081 – Bay Door and Security Gate Repair and Maintenance

Attachment 4

Umbrella box	checked	
Occurrence box	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
Workers' Compensation & Employer's Liability		
Statutory box	checked	
Waiver of Subrogation box checked	checked	
Each Accident	\$500,000	
Disease – Each Employee	\$500,000	
Disease – Policy Limit	\$500,000	
Builder's Risk Insurance		
Physical Damage to County Property	Full replacement cost of all construction and existing property within the construction zone	
Insuring Prince William County, the Contractor and all subcontractors on the Project, with a waiver of subrogation on behalf of all insured parties		
Prince William County named as Loss Payee AIMA		
Covering All Risks of loss or damage and including materials stored off-site		
Including Boiler and Machinery breakdown coverage during maintenance or modification of insured objects		

ATTACHMENT 1

SPECIFICATIONS/SCOPE OF WORK

Purpose is to establish a contract for the maintenance, repair, replacement of existing, and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators.

1. Contractor shall provide service 24 hours per day, 7 days per week
2. Regular Hours shall be defined as 0600 – 1800 hours, Monday through Friday
3. Overtime Hours shall be 1801 – 0559 hours, Monday through Friday and all day on Saturday, Sunday or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)
4. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls
5. Upon receipt of a routine service call, the Contractor shall report to the service destination within 3 hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 2 and 3 above. Overtime rates can only be charged with prior approval from the requesting agency.
6. Routine work that is scheduled for weekends or holidays shall be arranged 24 hours in advance.
7. Contractor shall be at the service destination within 2 hours, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether or not the service call is made during Regular Hours or Overtime Hours.
8. Estimates for work shall be returned to the requesting agency within three (3) working days, unless a different time of return is mutually agreed to by the vendor and the requesting agency. Estimates shall be furnished at no charge to the requesting agency and are to be considered an overhead cost by the vendor (including any diagnostic time that might be required to make the estimate).
 - Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required)
 - Estimates shall provide a schedule for start date once estimate is issued and purchase order is issued and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
 - Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Vendor and the requesting agency in advance of performance of the work. The county and the requesting agency shall not be liable for payment for work not agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting agency for a change to the original proposal shall result in the requesting agency and the County not being liable for payment for the additional work.

9. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within 30 minutes of the time when the message was left.
10. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Vendor shall be required to initiate a call back to the sender within 30 minutes of the page or the call to the answering service. Failure to meet this call back response will be just cause for the requesting agency to utilize the services of the Secondary contractor or another vendor if no Secondary contractor exists.
11. If the contractor does not meet the response time requirements, the requesting agency may use the services of the Secondary contractor (or another vendor if no Secondary contractor exists), if necessary, to fulfill needs.
12. At the end of each workday, vendor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
13. At the 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 any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon Contractor's failure to do so, the County or requesting agency shall have the right to remove such surplus material, false work, temporary structures including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside vendors and/or personnel costs based upon the position of the personnel in the requesting agency. The extent that the requesting agency may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.
14. Contract shall not use any County or requesting agency owned or leased dumpsters under any circumstances.
15. Vendor shall be required to utilize new, first quality parts. Use of seconds, blemished, rebuilt or refurbished parts shall not be permitted.
16. Use of Premises: On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within 24 hours after notification by the requesting agency that such damage has occurred.
17. County will not reimburse the Contractor for travel time to or from the work site.

PRICING SCHEDULE

	Description	No. Doors	Type of Door	Audible or Visual Alarms	Electric Door Opener	Notes	Unit	Unit Price Per Visit
1	OWL FS2 1306 F Street Woodbridge, VA	4	Overhead	Yes (1)	4 (All with remote control)		Per Site	\$
2	Dumfries FS3-Fire 18321 Jeff-Davis Hwy Dumfries, VA	9	Overhead	Yes (3)	9 (6 with remote control)		Per Bldg.	\$
3	Dumfries FS3-Fire Storage Shed #1 18321 Jeff-Davis Hwy Dumfries, VA	1	Overhead	No	No		Per Bldg.	\$
4	Dumfries FS3-Fire Storage Shed #2 18321 Jeff-Davis Hwy	2	Overhead	No	2 (1 with remote control)		Per Bldg.	\$
5	Dumfries FS3-Rescue 3800 Graham Park Road Dumfries, VA	6	Overhead	No	6 (All with remote control)		Per Site	\$
6	Gainesville FS4 14450 John Marshall Hwy Haymarket, VA	6	Overhead	Yes (6)	6 (All with remote control)		Per Site	\$
7	Nokesville FS5 12826 Marsteller Dr Nokesville, VA	6	Overhead	No	6 (3 remote/3 wireless)		Per Site	\$
8	Coles FS6 13712 Dumfries Road Manassas, VA	8	Overhead	No	8 (All with remote control)		Per Site	\$
9	Lake Jackson FS7 11310 Coles Drive Manassas, VA	7	Overhead	Yes (7)	7 (All with remote control)		Per Site	\$
10	Yorkshire FS8 8277 Patton Lane Manassas, VA	8 1	Overhead Rollup	Yes (8) No	8 (All with remote control)	a	Per Site	\$
11	Dale City FS10 14975 Catalpa Court Dale City, VA	4 3	Overhead B-Fold	Yes (4) Yes (3)	7 (All with remote control)		Per Site	\$
12	Stonewall FS11 7814 Garner Drive Manassas, VA	8	Overhead	Yes (8)	8 (7 with remote control)		Per Site	\$

13	OWL FS12 2170 Montgomery Ave Woodbridge, VA	10 2	Overhead Roll up	Yes (1) No	10 (with remote control)	a	Per Site	\$
14	Dale City FS13 13511 Hillendale Drive Dale City, VA	3	Overhead	Yes (3)	3 (All with remote control)		Per Site	\$
15	OWL FS14 12400 Hedges Run Dr Woodbridge, VA	8	Overhead	Yes (4)	8 (4 with remote control)		Per Site	\$
16	Evergreen FS15 3510 James Madison Hwy Haymarket, VA	9	Overhead	Yes (9 - Audible only)	9 (7 with remote control)		Per Site	\$
17	Buckhall FS16 7190 Yatesford Rd Manassas, VA	9	Overhead	No	8	b	Per Site	\$
18	Dumfries FS17 15219 Hollyside Drive Montclair, VA	5	Overhead	Yes (5)	5 (All with remote control)		Per Site	\$
19	Dale City FS18 5849 Dale Boulevard Dale City, VA	6	Overhead	Yes (6)	6 (with remote control)		Per Site	\$
20	Dale City FS20 3171 Prince William Pkwy Dale City, VA	8	Overhead	Yes (8)	8 (with remote control)		Per Bldg.	\$
21	Dale City FS20 Storage Bldg. 3171 Prince William Pkwy Dale City, VA	3	Roll up	No	No	a	Per Bldg.	\$
22	Dumfries FS23 16530 River Ridge Blvd Woodbridge, VA	10	Overhead	Yes (10)	10 (with remote control)		Per Site	\$
23	Antioch FS24 5901 Antioch Road Haymarket, VA	6	Overhead	Yes (6)	6 (with remote control)		Per Site	\$
24	Antioch FS24 5901 Antioch Road Haymarket, VA	N/A	N/A	N/A	N/A	c	Electric Gate	\$
25	Nokesville FS25 9406 Devlins Grove Pl Bristow, VA	8 1	Overhead Rollup	Yes (8) No	8	a	Per Site	\$

26	5026 Davis Ford Road Woodbridge, VA 22192	6	Bi-fold	Yes (6)	All with remote control		Per Site	\$
27	OWL Fleet Maintenance 910 Highams Ct Woodbridge, VA	9	Overhead	No	5 (3 with remote control)		Per Site	\$
28	Bat. 1 Warehouse 8696 Virginia Meadows Drive Manassas, VA	2	Rollup	No	None		Per Site	\$
29	Central Recycling Processing Facility 14811 Dumfries Rd. Manassas, VA 20112	5	some are electric and some manual)	No			Per Site	\$
30	Household Hazardous Waste/Electronics Facility 14825 Dumfries Rd. Manassas, VA 20112	3	Manual	No			Per Site	\$
31	Donation Center 14811 Dumfries Rd. Manassas, VA 20112	2	Manual	No			Per Site	\$

Prices for maintenance shall include inspection, lubrication of moving parts, and adjustments as required. These services will be provided on an Annual, Semi-Annual or Quarterly basis as scheduled or requested by the Station.

Notes:

- a. Roll up door(s) manually operate and not equipped with visual/audible warning systems
- b. FS16 has nine (9) overhead doors of which one (1) door is manually operated.
- c. Rear Security Gate for Fire Department Access to Dominion Valley. Manufacturer: Magnetic Auto Control, installed by Smart Pares Inc. Gate is equipped with Click to Enter System.

If parts discount is off original invoice, vendor must include a copy of that invoice with their invoice for services for verification.

Hours to be worked and parts to be purchased are estimated below. Please provide pricing for numbers 32 through 37 below.

Line Item Number	Item	Annual Estimate	Hourly Rate	Extended Price
32	Mechanic – Regular Hourly Rate	1,000 Hours	\$	\$
33	Helper – Regular Hourly Rate	1,000 Hours	\$	\$
34	Mechanic – Overtime Hourly Rate	200 Hours	\$	\$
35	Helper – Overtime Hourly Rate	200 Hours	\$	\$
36			Subtotal	\$
			Percent Discount	Annual Estimate
37	Parts	\$100,000	%	\$
Total Parts and Labor	(total of Lines 36 and 37)			\$

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Collusion.....	3
Authorized Signature	3

IFB 7014081 – Attachment 3
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:

IFB 7014081 – Attachment 3

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:

CONSTRUCTION – Building Repair & Maintenance		
OVERALL CERTIFICATE REQUIREMENTS:		
Requirement		Compliance
Seller's Name matches Agreement		
All insurers AM Best Rating: A- VIII or better		
"A waiver of subrogation in favor of Prince William County is applicable to all policies including worker's 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 Professional Liability, Workers' Compensation and Employer's Liability shall include Prince William County, all 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"		
SELLER'S INSURANCE REQUIREMENTS		
TYPE OF COVERAGE	MINIMUM LIMIT	Compliance
Commercial General Liability		
Bodily Injury and Property Damage	\$1,000,000 per occurrence	
	\$2,000,000 General Aggregate	
Personal & Advertising Injury	\$1,000,000 per occurrence	
Products – Completed Operations	\$2,000,000 Aggregate	
XCU Property Damage	Not excluded	
Fire Legal Liability	\$300,000	
Medical Payments to Others	\$10,000	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Comprehensive Automobile Liability		
Bodily Injury And Property Damage	\$1,000,000 Combined Single Limit Each Occurrence	
Any Auto – OR – Owned, Hired and Non-Owned	Checked	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Contractors Pollution Liability		
Environmental Damage	\$1,000,000 per occurrence	
	\$2,000,000 Aggregate	
Must include Transportation Coverage for contractor and third-party vehicles moving hazardous materials		
Must include coverage for Non-Owned Disposal Sites		
Prince William County must be additional insured on the CPL policy		
If claims-made coverage, Seller must agree to maintain coverage for 5 years after the completion of the contract or project, or obtain an extended reporting period of at least 5 years.		
Umbrella/Excess Liability		
Each Occurrence and Aggregate	For all contracts: sufficient to bring all liability limits, including CPL, up to \$2,000,000 For contracts valued at more than \$500,000: sufficient to bring all liability limits up to \$5,000,000	

IFB No. 2014081 – Bay Door and Security Gate Repair and Maintenance
Attachment 4

Umbrella box	checked	
Occurrence box	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
Workers' Compensation & Employer's Liability		
Statutory box	checked	
Waiver of Subrogation box checked	checked	
Each Accident	\$500,000	
Disease – Each Employee	\$500,000	
Disease – Policy Limit	\$500,000	
Builder's Risk Insurance		
Physical Damage to County Property	Full replacement cost of all construction and existing property within the construction zone	
Insuring Prince William County, the Contractor and all subcontractors on the Project, with a waiver of subrogation on behalf of all insured parties		
Prince William County named as Loss Payee AIMA		
Covering All Risks of loss or damage and including materials stored off-site		
Including Boiler and Machinery breakdown coverage during maintenance or modification of insured objects		