

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

NOTICE OF CONTRACT AWARD

CUMMINS SALES AND SERVICE	DATE ISSUED:	<u>04/25/2019</u>
7701 GENERAL MCCLELLAN ROAD	CURRENT REFERENCE NO:	<u>19-823-SS</u>
MANASSAS, VIRGINIA 20109	CONTRACT TITLE:	<u>CUMMINS PARTS & REPAIR SERVICE</u>

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. 19-823-SS including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: APRIL 30, 2022

RENEWALS: NO RENEWALS

COMMODITY CODE(S): 55733

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-823-SS

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – PRICING

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: COURTNEY MCCOY

VENDOR TEL. NO.: (812) 344-5078

EMAIL ADDRESS: COURTNEY.A.MCCOY@CUMMINS.COM

COUNTY CONTACT: CARMEN RIVERA (DES-EB)

COUNTY TEL. NO.: (703) 228-6465

COUNTY CONTACT EMAIL: CRIVERA@ARLINGTONVA.US

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

STANDARD FORM AGREEMENT NO. 19-823-SS

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Cummins Inc. dba Cummins Sales and Service, with a principal place of business located at 7701 General McClellan Road, Manassas, Virginia 20109 ("Contractor").

1. The Contractor agrees to provide the following goods or services: Cummins Parts & Repair Services. The contract documents consist of this agreement, Exhibit A - Scope of Work, and Exhibit B - Pricing ("Contract Documents").
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on the date of execution of the Agreement by the County. Unless terminated as provided below, the Agreement shall continue until April 30, 2022.
5. The County will pay the Contractor, for services or goods that the Project Officer accepts at the labor rates and percentage discount on parts in Exhibit B until December 31, 2019. Pricing reflects current Caterpillar catalog pricing, updated at the beginning of each calendar year. Pricing in Exhibit B is firm until December 31, 2019, and will update to the current pricing each January 1 of the contract term. The Contractor will provide updated pricing each calendar year of this Agreement, provided to the Project Officer. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.
6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
7. 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 Agreement:
 - 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 Agreement; 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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this

Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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. The County may terminate this Agreement by 15 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
9. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Standard Virginia Workers Compensation Policy.
 - Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
 - Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
12. The Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
 - b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
 - d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.
13. The Contractor must 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 publicly- and privately-provided services and activities.
14. The Contractor must (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 in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
15. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
16. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.
17. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
18. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
19. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment,

loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

20. The County does not discriminate against faith-based organizations.
21. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
22. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
23. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
24. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
25. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
26. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

Contact Information for the Contractor:
Courtney McCoy
Cummins Sales and Service
7701 General McClellan Road
Manassas, Virginia 20109

Contact Information for the Department (DES – Equipment Bureau)

Carmen Wooden, Project Officer
2701 South Taylor Street
Arlington, Virginia 22206

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander
Email: lalexander@arlingtonva.us

27. 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.
28. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
29. This Agreement may be modified only by written amendment.
30. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
31. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

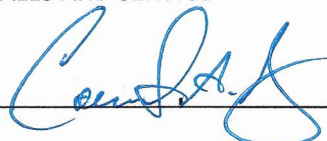
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: Lucas Alexander

PRINTED NAME: LUCAS ALEXANDER
PRINTED TITLE: PROCUREMENT OFFICER

DATE: 04/25/2019

CUMMINS SALES AND SERVICE

SIGNED: 

PRINTED NAME: Courtney A. McCoy
PRINTED TITLE: Sales Functional Excellence Leader

DATE: 4/23/2019

Exhibit A
Scope of Services

The purpose of this statement of work is to establish a Sole Source contract for the provision Cummins Original Equipment Manufacturer (OEM) parts and in-shop repair services on an as-needed basis.

I. OEM Parts

The Contractor shall provide OEM parts to the Arlington County Equipment Bureau. The Contractor shall provide parts at a percentage discount from manufacturer's list price. The price list used shall be the most recent manufacturer's price list. The percentage discount provided on the bid form must be a single discount applicable to all parts. The percentage discount provided on the bid form will remain firm throughout the Contract Term.

The Contractor shall apply the percentage discount to the unit price in effect at the time of the order is placed. The discount percentage shall remain firm for the duration of the Contract Term.

- a. **Price List:** The Contractor shall provide a copy of the manufacturer's list price on all invoices provided to the County or at the request of the County. Each time a new price list become available, the Contractor shall notify the County of the new manufacturer's price list.
- b. **Delivery:** All Parts are purchased Freight on Board (F.O.B.) destination freight prepaid to the Arlington County Equipment Bureau, located at 2701 South Taylor Street Arlington, VA 22206. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. The vendor's facility must be located within a 20-mile radius of the Equipment Bureau. Transportation, handling and all related charges are included in the discount submitted by the Contractor with its bid.
- c. **Delivery Time:** Bidders will deliver parts to the County no later than within one (1) business day for stock items. Non- Stock items shall be delivered to the County no later than within five (5) business days after receipt of order and shall arrive no later than 1:00 P.M.
- d. **Warranty:** Parts provided by the Contractor shall be covered by the manufacturer's standard warranty.

II. Repair Services

The Contractor shall provide OEM repair services to Arlington County's Cummins' engines. The Contractor will provide in-shop repair services on an as needed basis. In-shop repair services will be provided to the County at the vendor's facility. Repair services shall be provided at an hourly labor rate for Cummins' engines as indicated on the bid form. The labor rates provided will remain firm throughout the Contract term. The labor rates provided on the bid form shall include all direct and indirect costs, including shop fees or any other associated fee.

At the request of the County, the Contractor will pick up equipment to be serviced, as well as drop off completed equipment with the Arlington County Equipment Bureau, located at 2701 S. Taylor St. Arlington, VA 22206. The vendor's facility must be located within a 20-mile radius of the Equipment Bureau. The Contractor must provide pick-up and drop off services at no additional cost to the County.

- a. **Facility Requirements:** The Contractor's facility is required to be in compliance with all Federal, State, and local government regulations and permits for an automotive shop. The Contractor shall be in compliance with standards and best practices of OSHA, EPA, State, and local agencies.
- b. **Repair Shop Hours:** Repair facility operating hours for in-shop repair services shall be from Monday through Friday from 8:00 A.M. to 5:00 P.M.
- c. **Estimate:** Repairs shall be priced on a time and materials basis at the labor rate provided on the bid form. The County will pay the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the assigned job. Parts used for repairs shall be invoiced at the percentage discount from the Manufacturer's price list. When requested by the County, the Contractor shall provide originals or certified copies of invoices issued by its supplier(s) detailing the materials used on the assigned job. The Contractor shall provide a written estimate of the cost and time to complete the repairs and get the approval of it by an Equipment Bureau Supervisor before commencing work. Payment will not be made for any work that has not been authorized.
- d. **Work Status:** The Contractor shall keep the Equipment Bureau updated with the status and delays of the vehicle upon request of the Equipment Bureau Supervisor/Project Officer.
- e. **Vehicle Responsibility:** The Contractor shall assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the County under this Contract.
- f. **Vehicle Inspection:** The County will inspect all repairs and determine that repairs have been completed as requested. After the County inspects the vehicle, if it is determined that repairs have not met the quality set forth in the Contract, the Contractor shall complete any necessary repair within 48 hours.
- g. **Warranty:** Services provided by the Contractor shall be warranted for a minimum of 30 days from the point which the County pays the service invoice.



To whom it may concern,

RE: Labor / travel rates for 2019

Cummins Glen Burnie has an established and published hourly rate which is usually established as of any work quoted after the 1st of January 2019.

Currently the published rates are as follows:

Engine In shop published rates effective as of 1 st Jan 2019	
Std Rate	\$151.00 per hour
Time and a half	\$226.50 per hour
Double Time	\$302.00 per hour

Engine Field Service published rates effective as of 1 st Jan 2019	
Std Rate	\$156.00 per hour
Time and a half	\$234.00 per hour
Double Time	\$312.00 per hour

Power Gen Field Service published rates effective as of 1 st Jan 2019	
Std Rate	\$156.00 per hour
Time and a half	\$234.00 per hour
Double Time	\$312.00 per hour

Engine & Power Gen In Shop rate timings:

Std rate is applied to work carried out Mon to Friday 7am till 5:00pm

Time and a half is applied if customer request work carried out outside of std rate time during Monday 7am till Saturday 11.59pm

Double time is applied if customer requests work carried out on Sundays and public holidays

Engine & Power Gen Field service rate timings:

Std rate is applied to work carried out Mon to Friday 7am till 3:30pm

Time and a half is applied if customer request work carried out outside of std rate time during Monday 7am till Saturday 11.59pm

Double time is applied if customer requests work carried out on Sundays and public holidays

Mileage is included in all field service calls plus Travel Time.
Travel Time is calculated at every 40 miles = 1 hr

Cummins Sales and Service
7701 General McClellan Road
Manassas, VA, 20109 USA
Tel: (571) 292-8740
24/7 parts and service: (800) 783-7061
salesandservice.cummins.com



Parts Pricing

Parts pricing will be based off our US-List pricing with a 12% discount, each repair will be quoted before repairs are made. The price list can change at any time but the 12% below US-List level discount will be applied to each repair.

All Cummins sales and service terms and conditions apply

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