

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

NOTICE OF CONTRACT AWARD

TO: Advanced Equipment MSRI
8390-A Terminal Road
Lorton, VA 22079

DATE ISSUED:

October 6, 2016

CURRENT REFERENCE NO:

16-168-ITBLW

CONTRACT TITLE:

Emergency Generator and Transfer
Preventative Maintenance and On-
call Repair, Replacement, and
Installation Services

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective **September 1, 2016** and expires on **June 30, 2017** with the option to renew for up to four (4) additional twelve (12) month periods beginning July 1, 2017 through June 30, 2021.

ATTACHMENTS:

AGREEMENT NO. 16-168-ITBLW

CONTRACT PRICING:

REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Harold 'Hal' W. Rose

VENDOR TEL. NO.:

703-550-8402

EMAIL ADDRESS: hrose@aemsri.com

COUNTY CONTACT: Tsehay Lightfoot

COUNTY TEL. NO.:

703-228-7593

COUNTY CONTACT EMAIL: tlightfoot@arlingtonva.us

CONTRACT AUTHORIZATION



Krystyna Hepler, CPPB
Assistant Purchasing Agent

10/6/2016
DATE

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

AGREEMENT NO. 16-168-ITBLW

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of Advanced Equipment, Maintenance, Service & Repair, Inc., 8390-A Terminal Road, Lorton, VA 22079 (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 16-168-ITBLW.

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. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide inspection, testing, maintenance, repair, replacement, and installation services for fire alarm and fire protection systems in County- owned and leased facilities. 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 services set forth in the Contract Documents and sufficient services 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.

3. CONTRACT TERM

Work under this Agreement will commence on September 1, 2016. All Work defined in Attachment A, shall be completed no later than June 30, 2017. No Work shall be deemed complete until it is accepted by Project Officer. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Renewal of Contract, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods. However, pricing shall remain firm for the first twenty-four (24) months of performance of the contract.

4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

The Contract amount/unit price(s) shall remain firm until June 30, 2018 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to Contract amount/unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in January of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth

above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

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 this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

8. ADDITIONAL SERVICES

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

9. 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 services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been 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 Work by the County.

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar 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 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.

11. 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.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

13. 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 expense.

14. WARRANTY

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

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

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

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

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

16. DAMAGE TO PROPERTY

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

17. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material,

falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

18. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

19. OSHA REQUIREMENTS

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

20. HAZARDOUS MATERIALS

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

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties

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

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

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

22. SAFETY

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

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

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

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

23. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and

subcontractors performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

24. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
 - e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

26. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such

prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 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 in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

27. UNSATISFACTORY WORK

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

28. 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 of 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 and 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 Work 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.

29. 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.

30. 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.

31. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. 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.

32. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or

dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

33. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

34. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result 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.

35. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 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.

36. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, 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.

37. FORCE MAJEURE

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

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

38. 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 any cost or expense, at the sole option of the County.

39. 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 payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

40. 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 or services purchased or acquired by the County under this Contract.

41. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

42. AUDIT

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

43. ASSIGNMENT

The Contractor 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.

44. AMENDMENTS

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

45. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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.

46. 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 of law.

47. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

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

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. SURVIVAL OF TERMS

In addition to any 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; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; and CONFIDENTIAL INFORMATION.

54. 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.

55. 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.

56. NOTICES

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

TO THE CONTRACTOR:
Harold W. Rose, President
Advanced Equipment MSRI
8390-A Terminal Road
Lorton, VA 22079

TO THE COUNTY:

Tsehay Lightfoot, Project Officer
Arlington County, Virginia
1400 N Uhle St., Suite 601
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Attachment A);
2. Provide, within five (5) days of an employee's request, a written statement of the then current required wage rate (using the same form provided in item 1) above;
3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Attachment B). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the

business of the Contractor.

e. VIOLATIONS

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

WITNESS these signatures:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

ADVANCED EQUIPMENT, MAINTENANCE,
SERVICE & REPAIR, INC.

AUTHORIZED
SIGNATURE 

AUTHORIZED
SIGNATURE 

PRINTED
NAME for MICHAEL E. BEVIS

PRINTED
NAME HAROLD W. ROSE

TITLE PURCHASING AGENT

TITLE PRESIDENT

DATE 9/30/2016

DATE 7-15-16

INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. 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 immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under

this Agreement.

- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.7 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.
- 1.8 The insurance coverage required shall remain in force throughout the Contract Term or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) 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.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work 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 persons employed by the subcontractor.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.

- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed 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 its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 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, 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 additional protection for the County.

2. Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or

subcontractors' work under this Contract, or

- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 16-342-ITBLW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. (EST) ON THE 27TH DAY OF MAY 2016 FOR:

THE PROVISION OF INSPECTION, TESTING, MAINTENANCE, REPAIR, REPLACEMENT, AND INSTALLATION SERVICES FOR FIRE ALARM AND FIRE PROTECTION SYSTEMS IN COUNTY-OWNED AND LEASED FACILITIES.

At the time, date and place stated above, bids will be publicly opened.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Joshua A. Makely, CPPB
Procurement Officer
jmakely@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Joshua Makely in the Office of the Purchasing Agent, at jmakely@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 16-168-ITBLW Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER JUNE 10TH AT 5:00 PM. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A WILL BE ADDRESSED IN ADDENDUM B, IF NEEDED.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and one (1) photocopy of the signed original, and one (1) electronic copy on individual compact disk or USB storage device (three (3) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to

Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or

omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. ARLINGTON COUNTY BUSINESS LICENSES

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

17. AUTHORITY TO TRANSACT BUSINESS

Any bidder 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. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. PARKING

At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

21. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or

otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

22. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

23. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

24. LIVING WAGE CONTRACT

If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County's website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

25. METHOD OF AWARD

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

Lowest bidder will be determined by a pre-determined, sealed formula based on a combination of total costs of items A through F within Section A of the Bid Form, plus estimated quantities of hourly rates as provided in the Bid Form. This formula will be unsealed at the bid opening, and become a public record at that time.

26. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Such requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

27. CONDITIONS OF THE RIDER CLAUSE

The successful bidder will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other

change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

28. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

BACKGROUND

The County is responsible for the maintenance of emergency and stand-by generators and fuel oil transfer pumps at various County-owned locations throughout Arlington County. The scope of services covers the contract requirements for a qualified Contractor to provide inspection, maintenance, repair, replacement, and installation services for County-owned or leased generators and fuel oil pumps.

SERVICE REQUIREMENTS:

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, consumable supplies, and materials as required to provide comprehensive preventive maintenance on all generators and transfer pumps listed herein. The generators and transfer pumps listed in Schedule A represent current County inventory covered by this contract. The Contractor shall provide emergency on-call response, repairs, replacement, and installation services for the generators on Schedule A on a time and materials or project basis. The Contractor shall provide maintenance, emergency on-call response, repairs, replacement, and installation services for the generators not on Schedule A on a time and materials or project basis (refer to "Contract Changes" below). All charges for materials shall be at the Contractor's cost.

CONTRACT CHANGES

The County reserves the right to add or remove generators or fuel oil transfer pumps to or from the contract by written amendment. The additions or removals shall be at the sole discretion of the County. The service contract value of listed generators or pumps discontinued from service during the Contract Term shall be deducted from the contract price. Generators or pumps added after bid opening shall be added to the contract price. The value of any such additions or subtractions shall be negotiated by the County and the Contractor.

PREVENTIVE MAINTENANCE SERVICE:

The Contractor shall perform preventive maintenance of all generators and fuel oil transfer pumps list in Schedule A per the preventive maintenance guidelines identified in Schedule B. Contractor's (see page 9) shall provide to the County Project Officer, within ten (10) calendar days of the issuance of a valid County Purchase Order, a preventive maintenance schedule for the generators and transfer pumps in Schedule A for review and approval by the County Project Officer.

Contractor shall begin maintenance on all listed generators and transfer pumps in Schedule A upon County approval of the submitted schedule.

The initial preventive maintenance service to any generator or fuel oil pump shall be the annual service and shall meet the annual guidelines identified in Schedule B. Upon completion of the annual service of all generators and transfer pumps listed in SCHEDULE A and within one-hundred (100) calendar days of the County's approval of the schedule, the Contractor shall submit to the County's Project Officer, three (3) bounded hardcopies and one (1) electronic PDF copy on DVD of a written report identifying the generator or pump name, building the facility serves, the date of service visit and the following information on each generator.

1. Type, model, model number, serial number, and manufacturer (the Contractor shall verify the equipment listed in Schedule A for accuracy).

2. A general statement as to the current condition of the generator or fuel oil pump.
3. A description of work performed as a part of the annual preventive maintenance visit. Also include all results/readings
4. Color photographs of the generator or/and fuel oil pump.
5. Specific recommendations for any repair or modification which the Contractor believes could enhance the operation of this generator or pump.
6. An estimate of the cost of each task to accomplish the work recommended in item 5 above using the contract labor rates.

A written report shall be provided yearly after each annual service and within one-hundred (100) days after the contract anniversary date.

All major deficiencies found during any preventive maintenance service visit shall be relayed to the County Project Officer or designee on the same day of the service visit.

The consumable supplies and materials required for preventive maintenance work shall include, but not be limited to, coolant, belts, filters, distilled water, hoses, and cables.

PREVENTIVE MAINTENANCE EQUIPMENT LOG SHEETS

The Contractor shall provide and maintain a preventive maintenance equipment log sheet for each generator and fuel oil pump. The log sheet shall be kept in a clear plastic folder and be posted at or near each generator or pump. These folders shall be posted during the initial service.

The preventive maintenance equipment log shall show the following:

1. Date scheduled preventive maintenance was last performed and by whom.
2. "REMARKS" column shall identify all maintenance that was performed satisfactorily.
3. If anything other than "satisfactory" is entered in the REMARKS column, the Contractor's mechanic shall indicate on the log sheet any uncorrected deficiencies and who they contacted to inform of the issue; reasons for deferring corrective services; critical readings taken (pressure, temperature etc.) and any other information the County may need to know regarding the condition or operational status of the equipment.
4. Recorded readings of items as required by Schedule B.

Failure by Contractor's staff to sign the maintenance log sheet will result in an amount to that represented by the equipment being deducted from the monthly bill, for each month that a failure exists. Billing will be verified by County Project Officer prior to processing for compliance.

NEW AND CORRECTIVE WORK:

In addition to the work on equipment listed in Schedule A, preventive maintenance, repair, replacement, and installation of existing and new generators or associated equipment not listed in Schedule A and

which are not due to the Contractor's improper performance or negligence, shall be completed on a time and materials or project basis using the contract labor rate(s) and additional task item cost(s). This work shall also include, but not be limited to, fuel treatment, fuel polishing, fuel testing, and leasing of temporary generators. Materials and equipment for this work shall be at the Contractor's cost. Upon request by the County, the Contractor shall provide evidence of the materials cost. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, consumable supplies, and materials as required for this work.

GENERATOR INSTALLATION, REPAIR, AND REPLACEMENT

The Contractor shall submit a proposal indicating the cost for the work, all the necessary material and the associated labor each as a separate cost item. The County may issue a formal bid for work that exceeds \$100,000. The Contractor shall submit a proposal for all maintenance, repair, replacement, and installation services whose cost estimates exceed \$2,500. The Contractor shall not begin the work without written authorization in the form of a PO. The County reserves the right to solicit additional cost proposals or issue a separate bid(s) for any such work.

The Contractor's proposal shall be based on the Contract Labor Rates, and for the actual cost for materials used to complete the work. If the Contractor's actual charges exceed the estimate submitted to the County Project Officer by more than 20% on two (2) or more occasions during any two (2) month period, the County may terminate the contract for default.

WORK TICKET & WORK ORDERS:

For time and material work, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets. In addition, the Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job. Upon completion of the work, the Contractor's employees shall present the Work Ticket to the Project Officer, or designee, for final review and approval.

IMPROPER OPERATION:

The Contractor shall be responsible for all costs of repair work caused by improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors or as a result of actions of the Contractor's employees including subcontractors.

If any equipment warranty is invalidated due to Contractor's negligence in providing factory certified service technicians, the Contractor shall be responsible for any ensuing costs.

WORK HOURS:

Regular work hours are defined as: 7:00 a.m. to 5:00 p.m., Monday through Friday, except County observed holidays. All work shall be performed during regular working hours unless indicated otherwise in this contract. Some County facilities are only accessible at different hours, including some with 24 hour access. It is the Contractor's responsibility to determine the hourly schedule and access availability for each facility covered by this contract. No overtime payments will be allowed for work done before 7:00

am or after 5:00 pm when such scheduling is done at the Contractor's option.

ON-CALL SERVICE:

The Contractor shall provide twenty-four (24) hour on-call and emergency repair services. The Contractor shall respond onsite within two (2) hours of a call identifying an emergency and no less than 24 hours from receipt of routine service calls. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer and, unless a separate County Purchase Order is issued.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may terminate the contract.

OVERTIME WORK:

Work authorized to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer. Work performed outside of regular work hours without the advance approval of the Project Officer will be paid for at straight-time hourly labor rate(s) only.

CHECK-IN AT SITE AND SIGN-OFF:

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (703-228-4422) to allow for proper notification to County staff at the various sites.

THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

MATERIAL AND WORKMANSHIP:

All parts and materials used or furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required on a case-by-case basis when rebuilt parts are proposed for use.

The Contractor shall guarantee all parts/materials and workmanship for a period of one year or the manufacturer's warranty period, whichever is longer. Any repeated repairs/corrections for the same reason or problem within this time period shall be made at no cost to the County. The Contractor guarantee shall commence upon final County payment for that specific project, item, or task.

CONTRACTOR'S PERSONNEL REQUIREMENTS:

1. CONTRACT MANAGER

The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, Project Officer, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days notification of award of contract. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of generators; have the ability to troubleshoot problems and issues quickly, and be able to consult with the County Project Officer about

remedies.

The Contract Manager shall report to the County's Project Officer for communication, coordination and evaluation of inspection and maintenance services and quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contract Manger shall meet with the County Project Officer for progress meetings and site tours as needed to discuss performance and receive feedback on all services performed. At a minimum, the Contract Manager shall meet with the County Project Officer twice yearly per contract term. Once shall be after County receipt of annual written report and the other shall be six (6) months later. The Contract Manager should anticipate a minimum of two (2) site tours per year in addition to bi-annual meetings.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

2. PROJECT MANAGER

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$25,000.

3. TECHNICIAN

The Contractor shall provide a Technician who is qualified through factory certification, or other industry training, to work on the specific make and type of equipment to be repaired or serviced and are directly employed and supervised by the Contractor on an as-needed basis. Technicians servicing equipment still under warranty shall be factory certified in order that the County's warranty with the manufacturer is not voided. Each employee must have at least five (5) years of experience in this field. Evidence of stated qualifications shall be made available to the County upon request at any time and shall be provided with the Bid Form.

4. HELPER

The Contractor shall provide a helper to assist the Technician on an as-needed basis.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times. Employees may not adorn Arlington County logos or name on their uniform while working in Arlington buildings.

The County reserves the right to reject Contractor's service personnel who, in the County's judgment, are not adequately qualified to perform the work.

PAYMENT FOR CONTRACT SERVICES:

Payments for work performed by the Contractor and accepted by the County Project Officer, will be made by the County to the Contractor on upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. Work Tickets shall be provided for both preventive maintenance work and time and material work. Invoices submitted without work tickets shall not be paid and returned to the Contractor. Preventive maintenance

work shall be invoiced quarterly upon completion of all preventive maintenance.

The Contractor's invoice shall reflect the total amount of billing, supported by the appropriate work tickets clearly itemized and identified by each site. All work tickets shall include the County's Purchase Order or Work Order Number.

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges are permitted under the contract.

TIMELY COMPLETION OF WORK:

The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor's invoices any charges for time spent by the Contractor's crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the Project Officer. Priority work identified by the County Project Officer or designee shall take precedent over current work.

SPECIAL TERMS AND CONDITIONS

1. **TRAFFIC MANAGEMENT:** The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current Virginia Department of Transportation (VDOT standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.
2. **EQUIPMENT ACCESSIBILITY:** The Contractor shall provide the means and methods to access all electrical equipment included in this Contract. This includes, but is not limited to, ladders and scissors lifts (man-lifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.
3. **ROOF SAFETY:** The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.
4. **MATERIAL DISPOSAL:** The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with all applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).
5. **SAFETY WORK PLAN:** The Contractor shall provide a safety work plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.
6. **CODES AND STANDARDS:** All work performed under this Contract shall be in strict accordance with all applicable codes, industry standards, and County Standards. Should permits for any work

performed by the Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees.

7. QUALITY CONTROL PLAN: The Contractor shall provide a quality control plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.

JUSTICE CENTER BACKGROUND CHECK

Within thirty (30) calendar days after award of the contract, a minimum of two (2) technicians employed by the Contractor must obtain background check approval from the Arlington County Sheriff, and receive one day Arlington County Detention Facility (ACDF) training to work in the ACDF and Courthouse. Upon the Contractor's request, the County will reimburse the Contractor for time required for ACDF training.

METHOD OF MEASURING PERFORMANCE:

- The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:
- Failure to adhere to the contract requirements.
- Failure to provide appropriately certified and trained personnel
- as required in the section titled "Contractor's Personnel."
- Providing and adhering to the approved schedules as described in this specification.
- Number of call-backs to correct malfunctions/failures.
- Failure to respond to requests for work as provided for in these specifications.
- Failure to perform services within accepted industry standards and codes.
- Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
- Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three or more jobs within a three (3) month period, may result in termination of the contract by the County for default.
- Contract Manager failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required the in Contractor's Personnel section.
- Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

SERVICES FOR OTHER COUNTY AGENCIES

This Contract is extended to other County Agencies. If other Agencies make use of this Contract a separate Purchase Order ("PO") must be issued by that Agency. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO. Schedule "A" contains separate generator information for the Office of Emergency Management ("OEM").

**SCHEDULE A
EQUIPMENT LIST**

Location/Service	Address	Size (kW)	Fuel Type	Brand	Model Number	Storage Tank (Gal.)
Central Library	1015 N. Quincy St.	80	diesel	Kohler	80R02J71	125
Courthouse	1425 N. Courthouse Rd.	750	diesel	Caterpillar	3508 DITA / SR-4	*
Court Square West	1400 N. Uhle St.	175	diesel	Katolight	D175FJZ4	355
Court Square West OEM/ECC Generator	1400 N. Uhle St.	115	NG	Kohler	115RZ282	N/A
Detention Facility	1435 N. Courthouse Rd.	900	diesel	Caterpillar	3508 DITA / SR-4	*
Detention Facility	1435 N. Courthouse Rd.	900	diesel	Caterpillar	3508 DITA / SR-4	*
Equipment Division	2701 S. Taylor St.	250	diesel	Katolight	SED250FRJ4	800
Fire Station #1	500 S. Glebe Rd.	175	diesel	Onan	175CTA61	250
Fire Station #2	4805 Wilson Blvd.	150	diesel	Katolight	D150FPJ4	250
Fire Station #4	3141 N. 10th St.	175	diesel	Onan	60DGCBL30565A	250
Fire Station #5	1750 S. Hayes St.	200	diesel	Detroit Diesel	200DSEJB	4000
Fire Station #8	4845 Lee Hwy.	105	diesel	Katolight	D105FPJ4	250
Fire Station #9	1900 S. Walter Reed Dr.	150	diesel	Katolight	D150FPJ4	250
Fuel Station (Trades Center)	2881 S. Taylor St.	33	diesel	Kohler	30R0ZJ81	25
Gunston Bubble	2700 S. Lang St.	60	diesel	Katolight	D60FRJ4	250
PRCR (Future)	2700 S. Taylor	500	diesel	Katolight	D500FRV4	740
Shirlington Library	2800 S. Stafford St.	200	diesel	Kohler	200REOZJB	2000
Solid Waste/Traffic Engineering	4300 S. 29th St.	220	diesel	Onan	20DL4L12368E	51
Water Sewer Admin. Bldg.	4200 S. 28th St.	150	diesel	Katolight	D150FPJ4	250
Water Sewer Operations Bldg.	4202 S. 28th St.	25	NG	Onan	30EK4R8	N/A
Oakland Warehouse	2604 Oakland St.	350	Diesel	Caterilla	XQ350N	CATXQ35 OAX3M00 180
Art House III	2900 S. Eads St.	100	LP	Onsite Energy	GS00100N6SPTB 0994	3520341 0912
Arlington Mills	909 Diwiddie St.	100	LP	Kohler	100REZGD	8GM3225 5G
Fire Station 3	4100 Old Dominion Dr.	400	diesel	Kohler	400REOZDD	2303971

Oakland Warehouse	2604 Oakland St.	1250	Diesel	Cummins	1250DFLC-4791	L040727 156
Oakland Warehouse	2604 Oakland St.		Diesel	Cummins	C200D6R- A041V559	L130571 718

* Share 6000 gallon storage tank at Justice Center

TRANSFER PUMP INVENTORY LIST

Location/Service	Address	Brand	Model Number	Remarks
Detention Facility	1435 N. Courthouse Rd.	Tate Engineer.	N/A	Pump Set (Qty 2), 3/4 hp, 4.5 gpm
Fire Station #5	1750 S. Hayes St.	Hydronic Modules	5LE	Pump Set (Qty 2), 1 hp each, 6 gpm, 100 psi discharge pressure

OEM GENERATOR INVENTORY LIST

Location/Service	Address	Size (KW)	Fuel Type	Brand	Model Number	Storage Tank (Gal.)
Shirlington Tower	2900 S Quincy St.	375	diesel	Katolight	SD375FRJ4	105
Ballston Place	901 N. Pollard St. Level B1	100	Diesel	Katolight	SD375FRJ4T2	280
Lee Pumping Station Water Tower	2400 N. Wakefield St.	100	Diesel	Kohler	100R0ZJ71	200

SCHEDULE B
GENERAL EQUIPMENT PREVENTIVE MAINTENANCE GUIDELINES

At a minimum, the Contractor shall perform the following inspection and maintenance tasks listed in Schedule B for all equipment indicated in Schedule A. Any deviations from the listed guidelines below require the advance approval of the County Project Officer. This list is not represented as being all inclusive of the services to be performed or the frequency required. The Contractor is required to perform all services necessary to provide a safe and efficient maintenance program commensurate with recommended practices for PREVENTIVE maintenance specified by each manufacturer.

If guidelines are not readily available for any equipment indicated in Schedule A, the Contractor shall submit preventive maintenance guidelines for that specific equipment in accordance with manufacturer recommendations to the County Project Officer for approval.

The Justice Center ("JC") shall be defined as the generators and pump sets located at the Detention Facility and the Courthouse. "Other" shall be defined as all equipment listed on Schedule A excluding Justice Center equipment. Items with an asterisk (*) are critical functions.

During annual visits the Contractor shall also perform all quarterly and monthly tasks. During quarterly visits the Contractor shall also perform all monthly tasks. During monthly visits the Contractor shall only perform monthly tasks.

A = Annual; Q = Quarterly; M = Monthly.

Frequency		Tasks
JC	Other	
GENERATORS AND TRANSFER SWITCHES		
M	Q	Check coolant level and add provide manufacturer recommended coolant as necessary to maintain the proper level in the radiator and coolant reservoir. When coolant is added it shall have a freeze to a minimum of -34°F or as recommended by manufacturer for local climate conditions.
M	Q	Check cooling system for leaks and tighten any loose hose connections.
M	Q	Check engine oil and provide oil as required.
M	Q	Check oil filter for signs of leaks, tighten as needed.
M	Q	Check V-belts, adjust or replace with new belt as required. Belts showing cracks shall be replaced.
M	Q	Check condition of all flexible hoses and replace as necessary. Any hose showing signs of cracks, shall be replaced.
M	Q	Check water level and specific gravity in all batteries. Check service and top off battery solution. Provide and add distilled water as necessary. Check battery charge and electrolyte corrosion, clean as required. Record readings.
M	Q	Inspect and test external battery charger and/or battery charger alternator for proper operation.
M	Q	Check operation of battery trickle charger.
M	Q	Check condition of batteries, battery cables and check terminals for tightness. Cables showing signs of corrosion shall be

		cleaned, and if they cannot be cleaned, then replaced.
M	Q	Check condition, setting and operation of all automatic and safety controls at generator. Record this information in PM work ticket.
M	Q	Check condition of gauges, switches and meters for proper operation. Adjust as required.
Q*	Q*	Perform 30 minute generator run test with building load. Check for proper operation, record engine temperature, RPM, run hours when engine is started and when engine is turned off, natural gas pressure (if applicable), any problem with fuel pressure, fuel tank level and visible condition. Check transfer switch for proper operation.
Q*	Q*	Transfer load and check transfer switch for proper operation. Inspect and test transfer switch to ensure that it automatically starts the generator and is transferring properly, plus all options, such as "time delay emergency to normal", "time delay cool down", and "plant exerciser".
M*	N/A	Manually operate generator set at NO LOAD and verify generator is producing rated AC voltage and frequency and that all control panel instruments and gauges are functioning.
Q	Q	Calibrate transfer switch voltage sensors.
Q	Q	Check exhaust line(s) for leaks and proper support.
M	Q	Clean and wipe equipment so that all oils or coolant that may have leaked or spilled are cleaned off.
Q	Q	Inspect transfer switch for evidence of damage hardware, loose or damaged wires due to overheating and for excessive contact erosion.
M	Q	Check transfer switch control settings and any sign of damage or defect.
M	Q	Check all indicator lights for burned out bulb or indicator. Provide new bulbs/indicators to replace burned out ones.
M	Q	Check fuel injectors, regulator, solenoids and ignition devices condition and for proper operation.
M	Q	Check spark plugs (if applicable) and cables condition.
M	Q	Check for any evidence of vibration or noise which may indicate operating problems, record and report to County Project Officer, with recommendations on what should be done to accurately identify the problem and correct.
Q	Q	Clean, lube and assure free movement of all linkages.
Q	Q	Check condition of electrical hardware, connections, and wires.
Q	Q	Check condition of starter brushes for proper operation. Repair/replace as necessary.
Q	Q	Check condition of generator exciter slip rings and commutator surfaces.
Q	Q	Check, clean and replenish oil in air cleaner. Check air filter.
Q	Q	Check the cool-down run time of the generator and the time it takes to transfer when normal power is restored, and record in service ticket and log sheet.
N/A	Q	Clean and adjust spark plugs, points, rotor and distributor cap (if applicable).
M	Q	Check engine timing and adjust as necessary (if applicable).
M	Q	Check oil heater for proper operation.

M	Q	Completely inspect air intake and exhaust systems including louvers and shutters for correct operation when the generator is running in both Manual and Automatic mode.
Q	Q	Open and drain exhaust system condensate traps.
Q	Q	Apply anti-corrosion grease to terminals and connections.
M	Q	Visually inspect vibration isolators, ductwork, weatherproof enclosures, worn and/or rubbing parts and components.
N/A	A	Replace spark plugs, points, rotor and distributor cap (if applicable). Adjust gap check condition and replace complete set if any of the wires have cracks in the insulation or show signs of wear.
A	A	Replace engine oil and oil filter with new oil and filter that meet manufacturer recommendations.
A	A	Replace fuel filter with new filter that meets manufacturer recommendations. Check fuel system for leaks. Drain sediment from fuel filter canister, prime and make sure the generator runs properly.
A	A	Perform tune-up, check and ensure speed control and synchronization operate properly under a full load. Record engine speed and amperage load when test is done.
A	A	Replace air filter with new filter that meets manufacturer recommendations. Clean filter housing.
A	A	Check and clean injectors, and replace as needed, check air fuel mixture adjustment to ensure it is set to manufacturer recommendations.
A	A	Perform in conjunction with load transfer switch and maintenance of transfer switch, a check of the voltage pick up point and drop point to make sure that transfer switch is working at optimal performance. Adjust as necessary.
A	A	Lubricate transfer switch.
A	A	Check main current carrying contacts.
A	A	Brush, vacuum, and dust generator and associated generator components including the transfer switch.
A*	A*	Perform full load bank test in accordance with NFPA 110 using a resistive load bank. The Contractor shall provide all necessary materials to perform this test. These materials shall include, but not limited to, cabling, resistive load bank, and connectors.
A	A	Check condition of all contact material. Replace contacts when pitted or excessively worn.
A	A	Test the electrical operation of the transfer switch.
A	A	Check turbocharger for signs of worn bearings and leaking seals. Also, check for signs of cracked housing or any other abnormality.
M	Q	Inspect all contacts and conductors associated with the generator system including the transfer switch and tighten as needed.
A	A	Perform fuel test and analysis. Provide report of fuel condition with recommendations.
FUEL OIL TRANSFER PUMPS		
Q	Q	Check for proper motor operation.
Q	Q	Check Main Disconnect Switch, door and hinge operation.
Q	Q	Check cabinet mounting hardware at feet and wall mounting flange. Tighten as necessary.
Q	Q	Test pumps in duplex pump sets. Ensure both pumps are operating normally, test each pump individually, test simultaneous operation, test alternating operation.

Q	Q	Check pump/motor hardware for tightness. Adjust as needed.
Q	Q	Rotate shaft by hand and check for smooth operation. Check pump/motor coupler shown at left for proper alignment and spacing.
Q	Q	Check all electrical terminals and connections for tightness.
Q	Q	Check all plumbing joints for leaks. Tighten fittings and joints as necessary. Drain accumulated fuel in catch basin as necessary by removing catch basin plug.
Q	Q	Drain accumulated fuel in catch basin as necessary by removing catch basin plug.
Q	Q	Inspect all fuel strainers. Disassemble strainer and clean strainer element, replace as necessary. Reassemble unit and check for leaks.
Q	Q	Test hand pump operation, check for fuel leaks, tighten as necessary.
Q	Q	Lubricate motors and pumps per manufacturer's instructions.

* Onsite coordination is required for all generator load tests. This is especially true for the Justice Center where the generators cannot be transferred until the County has put the building elevators in bypass. Annual full load bank test for generators at the Justice Center shall be performed after-hours on nights and weekends.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-168-ITBLW

ADDENDUM A

Arlington County Invitation to Bid No. 16-168-ITBLW Generator Maintenance and Repair Services is amended as follows:

- i. **PURPOSE**
This Addendum supplements, modifies, deletes from, or adds to the original Invitation to Bid (ITB) noted above and all of the requirements of the addendum are herein made a part of the ITB and any resulting contract documents.
- ii. **REVISIONS**
Revised Bid Form (Revised 6/16/2016) to include the sites added to the Bid via Addendum A.
- iii. **ADDITIONS & DELETIONS**
This Section not used.
- iv. **RESPONSES TO QUESTIONS**
This Section not used.
- v. **ATTACHMENTS**
Revised BID FORM.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Joshua A. Makely, CPPB
Procurement Officer
jmakely@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR PROPOSAL:

RECEIPT OF ADDENDUM A IS ACKNOWLEDGED.

FIRM NAME: Advanced Equipment, Maintenance, Service & Repair, Inc.

AUTHORIZED
SIGNATURE:



DATE: 6/17/16

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-168-ITBLW

B I D F O R M (Revised 6/16/16)

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE S11, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON JUNE 17TH 2016

EMERGENCY GENERATOR AND TRANSFER PUMP PREVENTIVE MAINTENANCE, ON-CALL, REPAIR, REPLACEMENT AND INSTALLATION SERVICES

A. PRICE FOR INSPECTION, TESTING, PREVENTATIVE MAINTENANCE, AND OTHER TASK ITEMS FOR FIRE ALARM AND FIRE PROTECTION EQUIPMENT LISTED IN SCHEDULE A. ANNUAL PRICE INCLUDES ALL COSTS FOR PERFORMANCE OF TASKS INDICATED IN THE SCOPE OF SERVICES AND SCHEDULE B.

#	LOCATION	A) ANNUAL COST FOR PREVENTATIVE MAINTENANCE	B) *LUMP SUM COST TO REPLACE ALL GENERATOR HOSES	C) **LUMP SUM COST TO REPLACE ALL COOLANT WITH 3-YEAR COOLANT
1	Central Library	\$ 1,595.00	\$ 200.00	\$ 272.00
2	Courthouse	\$ 5,512.00	\$ 500.00	\$ 740.00
4	Court Square West	\$ 1,887.00	\$ 200.00	\$ 434.00
5	Court Square West (OEM/ECC Generator)	\$ 4,202.00	\$ 200.00	\$ 370.00
6	Detention Facility (Generator #1)	\$ 4,912.00	\$ 450.00	\$ 750.00
7	Detention Facility (Generator #2)	\$ 4,912.00	\$ 450.00	\$ 750.00
8	Detention Facility (Pump Set)	\$ 600.00	\$ 100.00	\$ 0
9	Equipment Division	\$ 2,391.00	\$ 200.00	\$ 430.00
10	Fire Station #1	\$ 2,222.00	\$ 200.00	\$ 370.00
11	Fire Station #2	\$ 2,195.00	\$ 250.00	\$ 370.00
12	Fire Station #4	\$ 2,199.00	\$ 250.00	\$ 370.00
13	Fire Station #5 (Generator)	\$ 2,333.00	\$ 300.00	\$ 190.00
14	Fire Station #5 (Pump Set)	\$ 600.00	\$ 450.00	\$ 0
15	Fire Station #8	\$ 2,321.00	\$ 200.00	\$ 370.00
16	Fire Station #9	\$ 2,270.00	\$ 200.00	\$ 370.00
17	Fuel Station (Trades center)	\$ 1,882.00	\$ 250.00	\$ 185.00
18	Gunston Bubble	\$ 1,689.00	\$ 250.00	\$ 310.00

BIDDER NAME: Advanced Equipment MSRI

BID FORM, PAGE 1 OF 10

19	PRCR (Future)	\$ 2,570.00	\$ 200.00	\$ 730.00
20	Shirlington Library/Signature Theater	\$ 1,665.00	\$ 340.00	\$ 370.00
21	Solid Waste/Traffic Engineering	\$ 2,170.00	\$ 300.00	\$ 370.00
22	Water Sewer Adm. Bldg.	\$ 2,170.00	\$ 400.00	\$ 370.00
23	Water Sewer Ops Bldg.	\$ 1,188.00	\$ 300.00	\$ 185.00
24	Oakland Warehouse	\$ 2,845.00	\$ 400.00	\$ 850.00
25	Art House III	\$ 1,226.00	\$ 350.00	\$ 370.00
26	Arlington Mills	\$ 1,345.00	\$ 350.00	\$ 370.00
27	Fire Station #3	\$ 2,430.00	\$ 320.00	\$ 650.00
28	Oakland Warehouse	\$ 2,341.00	\$ 300.00	\$ 480.00
29	Oakland Warehouse	\$ 2,235.00	\$ 300.00	\$ 480.00
#	OEM Location	D) ANNUAL COST FOR PREVENTIVE MAINTENANCE	E) *LUMP SUMCOST TO REPLACE ALL GENERATOR HOSES	F) **LUMP SUM COST TO REPLACE ALL COOLANT WITH 3-YEAR COOLANT
24	Shirlington Tower	\$ 2,179.00	\$ 340.00	\$ 370.00
25	Ballston Place	\$ 2,174.00	\$ 400.00	\$ 600.00
26	Lee Pumping Station Water Tower	\$ 1,875.00	\$ 360.00	\$ 370.00
TOTAL		✓ 72,135.00	✓ 9,310.00	✓ 12,846.00

* THIS COST SHALL INCLUDE REMOVING ALL EXSTING COOLANT HOSES AND REPLACING WITH NEW HOSES. COOLANT HOSES INCLUDE RADIATOR, BLOCK HEATER, AND BYPASS HOSES.

**THIS COST SHALL INCLUDE REMOVAL OF ALL EXISTING COOLANT AND REPLACING WITH NEW EXTENDED LIFE COOLANT (ELC). THE ELC SHALL USE CARBOXYLATE TYPE ORGANIC ACIDS TO PROVIDE METAL CORROSION PROTECTION. THE ELC SHALL LAST A MINIMUM OF THREE (3) YEARS BEFORE COOLANT REMOVAL IS REQUIRED.

2. HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

POSITION	REGULAR HOURLY RATE	OVERTIME RATE (OVER 8 CONSECUTIVE HOURS OF WORK)
Project Manager	\$ 110.00	\$ 165.00
Technician	\$ 90.00	\$ 135.00
Helper	\$ 45.00	\$ 67.50

3. HAS THE BIDDER SUBMITTED RESUMES, CERTIFICATIONS, AND CURRENT HOURLY WAGE RATES AS REQUIRED ON PAGE 2? YES x NO

4. HAS THE BIDDER SUBMITTED AT LEAST THREE REFERENCES FOR SIMILAR WORK WITHIN THE PAST THREE (3) YEARS AS REQUIRED ON PAGE 2? YES x NO

5. HAS THE BIDDER SUBMITTED A PROPOSED EQUIPMENT LOG SHEET AS REQUIRED ON PAGE 3? YES x NO

BIDDER NAME: Advanced Equipment MSRI

BID FORM, PAGE 2 OF 10

MANDATORY QUALIFICATION REQUIREMENTS:

in addition to the completed and properly executed Bid Form, Bidders must provide the following information with their bids. Bids submitted without this documentation, or bids submitted by bidders who do not meet these requirements, may be subject to rejection:

- A. Resumes and certifications of the Bidder's Project Manager and other staff intended to be assigned to work on County property under this contract, including their name, title, and current hourly wage rate. If any employee's current hourly wage rate is less than \$13.13, include an acknowledgement of your intent to comply with Service Contract Wage requirements in this solicitation for this work under this contract.
- B. At least three (3) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement. Three of the references shall be for preventive maintenance and on-call service for work similar to what is described in and required by this solicitation. Include contact name and e-mail address of the contact person, the organization name, dates of service and a brief description of the work performed. Invalid phone numbers and/or e-mail addresses will not be considered a valid reference. References shall be provided using the reference form included in the Bid Form.
- C. A proposed Equipment Log Sheet.
- D. List of any subcontractors intended to be used for work under this contract.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: Advanced Equipment MSRI

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

Company References

Technicians Names & Salary

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

We do not wish for competitors to have this
information.

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: Advanced Equipment MSRI

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: Harold Rose
ADDRESS: 8390-A Terminal Road
Lorton, VA 22079
E-MAIL: hrose@aemsri.com

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: 

PRINT NAME AND TITLE: Harold W. Rose, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): Harold Rose TITLE: President

E-MAIL ADDRESS: hrose@aemsri.com TEL. NO.: 703-550-8402

BIDDER NAME: Advanced Equipment MSRI

ITB No. 16-168-ITBLW

BID FORM, PAGE 5 OF 10

SUBMITTED BY: (LEGAL NAME OF ENTITY) Advanced Equipment, Maintenance, Service & Repair, Inc.					
ADDRESS: 8390-A Terminal Road					
CITY/STATE/ZIP: Lorton, VA 22079					
TELEPHONE NO: 703-550-8402			FACSIMILE NO.: 703-550-8404		
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					YES
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:				0406322-8	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					NO
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:	<input checked="" type="checkbox"/>	NEITHER:

BIDDER NAME: Advanced Equipment MSRI

ITB No. 16-168-ITBLW

BID FORM, PAGE 6 OF 10

REFERENCES

Bidders shall provide three (3) references for similar services that have been provided by the Bidder within the past three (3) years. Responsive references shall be for contracts held by the bidder for a period of at least six (6) months and having an aggregate value of at least \$25,000. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE No. 1

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

REFERENCE No. 2

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

REFERENCE No. 3

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- x 1. Workers' Compensation Statutory limits of Virginia
x 2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
x 3. Commercial General Liability..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
x 4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
x 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
x 7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x 8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x 9. Completed Operations..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x 10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
x 11. Personal and Advertising Injury Liability. \$1 Million each offense, \$1 Million annual aggregate
12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
13. Per Project Aggregate
14. Professional Liability
a. Architects and Engineers \$1 Million per occurrence/claim
b. Asbestos Removal Liability \$2 Million per occurrence/claim
c. Medical Malpractice..... \$1 Million per occurrence/claim
d. Medical Professional Liability..... \$ Limits as set forth in VA Code B.01.581.15
x 15. Miscellaneous E&O \$1 Million per occurrence/claim
16. Motor Carrier Act End. (MCS-90)..... \$1 Million BI/PD each accident, Uninsured Motorist
17. Motor Cargo Insurance
18. Garage Liability..... \$1 Million Bodily injury, Property Damage per occurrence
19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
20. Inland Marine-Ballee's Insurance..... \$
21. Moving and Rigging Floater Endorsement to CGL
22. Crime and Employee Dishonesty Coverage \$
23. Builder's Risk Provide Coverage in the full amount of Contract, incl. any amendments
24. XCU Coverage..... Endorsement to CGL
25. USL&H..... Federal Statutory Limits
x 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
x 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior
to action.
x 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional
Liability.
x 29. Certificate of Insurance shall show Bid Number and Bid Title.
30. Certificate Holder shall be: The County Board of Arlington County, VA c/o The Purchasing Agent, 2100 Clarendon Blvd.,
Suite 500, Arlington, VA 22201
31. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: Alliance Insurance Services AUTHORIZED SIGNATURE: Patti Longnecker

BIDDER'S STATEMENT:

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

BIDDER NAME: Advanced Equipment MSRI AUTHORIZED SIGNATURE: [Signature]

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE**

**PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE**

- A. if authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. it is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, Indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER NAME: Advanced Equipment MSRI

ITB No. 16-168-ITBLW

BID FORM, PAGE 9 OF 10

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- ___ Alexandria, Virginia
- ___ Alexandria Public Schools
- ___ Alexandria Sanitation Authority
- ___ Arlington County, Virginia
- ___ Arlington County Public Schools
- ___ Bladensburg, Maryland
- ___ Bowie, Maryland
- ___ Charles County Public Schools
- ___ College Park, Maryland
- ___ Culpeper County, Virginia
- ___ District of Columbia
- ___ District of Columbia Courts
- ___ District of Columbia Public Schools
- ___ District of Columbia Water and Sewer Authority
- ___ Fairfax, Virginia
- ___ Fairfax County, Virginia
- ___ Fairfax County Water Authority
- ___ Falls Church, Virginia
- ___ Fauquier County Schools and Government, Virginia
- ___ Frederick, Maryland
- ___ Frederick County, Maryland
- ___ Gaithersburg, Maryland
- ___ Greenbelt, Maryland
- ___ Herndon, Virginia
- ___ Leesburg, Virginia
- ___ Loudoun County, Virginia
- ___ Loudoun County Public Schools
- ___ Loudoun Water
- ___ Manassas, Virginia
- ___ City of Manassas Public Schools
- ___ Manassas Park, Virginia
- ___ Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- ___ Metropolitan Washington Airports Authority
- ___ Metropolitan Washington Council of Governments
- ___ Montgomery College
- ___ Montgomery County, Maryland
- ___ Montgomery County Public Schools
- ___ OmniRide
- ___ Prince George's County, Maryland
- ___ Prince George's Public Schools
- ___ Prince William County, Virginia
- ___ Prince William County Public Schools
- ___ Prince William County Service Authority
- ___ Rockville, Maryland
- ___ Spotsylvania County Schools
- ___ Stafford County, Virginia
- ___ Takoma Park, Maryland
- ___ Upper Occoquan Sewage Authority
- ___ Vienna, Virginia
- ___ Virginia Railway Express
- ___ Washington Metropolitan Area Transit Authority
- ___ Washington Suburban Sanitary Commission
- ___ Winchester, Virginia
- ___ Winchester Public Schools

BIDDER'S LEGAL NAME:

Advanced Equipment, Maintenance, Service,
& Repair, Inc.

DATE OF BID: 6/17/16

BIDDER NAME: Advanced Equipment MSRI

BID FORM, PAGE 10 OF 10

ATTACHMENT A

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

\$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$13.13 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201

