

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> JOANNA INC. DBA GATE LOGIC SECURITY	<b>DATE ISSUED:</b>	<u>DECEMBER 17, 2021</u>
8124 FLANNERY COURT	<b>CONTRACT NO:</b>	<u>22-DES-R-539</u>
MANASSAS, VIRGINIA 20109	<b>CONTRACT TITLE:</b>	<u>AUTOMATIC GATES MAINTENANCE AND REPAIR</u>

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-R-539 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 12/17/2021

**EXPIRES:** 11/31/2022

**RENEWALS:** THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE YEAR CONTRACT

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 22-DES-R-539

EXHIBIT A: FAIRFAX COUNTY ACCEPTANCE AGREEMENT

EXHIBIT B: FAIRFAX COUNTY REQUEST FOR PROPOSAL

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** SHANNA GRAY

**VENDOR TEL. NO.:**

(703) 763-4283

**EMAIL ADDRESS:** [SHANNA@GATELOGICSECURITY.COM](mailto:SHANNA@GATELOGICSECURITY.COM)

**COUNTY CONTACT:** SIMON GEORGE; PROJECT OFFICER

**COUNTY TEL. NO.:**

(703) 228-6880

**COUNTY CONTACT EMAIL:** [SGEORGE@ARLINGTONVA.US](mailto:SGEORGE@ARLINGTONVA.US)

**PURCHASING DIVISION AUTHORIZATION**

**EBONY MOTON**

**Title ADMIN. COORDINATOR**

**Date 12/14/2021**

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

**RIDER AGREEMENT NO. 22-DES-R-539**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Joanna Inc. DBA Gate Logic Security** ("Contractor"), a Virginia corporation with a place of business at 8124 Flannery Court Manassas, VA 20109, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A: Fairfax County Acceptance Agreement No. 4400010236 inclusive of Contract Pricing and Contractor Technical Proposal, Exhibit B: Fairfax County Request for Proposal IFB 2000003220 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **Fairfax County** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than October 31, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Fairfax County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from November 1, 2021 to October 31, 2025 ("Subsequent Contract Term"). However, if the Fairfax County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the

Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to perform Automatic Gates Maintenance and Repair

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

**5. PROJECT OFFICER**

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

**6. COUNTY PURCHASE ORDER REQUIREMENT**

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

**7. NON-APPROPRIATION**

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

**8. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce

and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor.

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

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

**10. NOTICES**

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

**TO THE CONTRACTOR:**

Shanna Gray, President  
8124 Flannery Court.  
Manassas, VA 20109  
Phone: 703-763-4283  
Email: [Shanna@gatelogicsecurity.com](mailto:Shanna@gatelogicsecurity.com)

**TO THE COUNTY:**

Simon George  
Arlington County, Virginia  
3111 S. Fern Street  
Phone: 703-228-6880  
Email: [sgeorge@arlingtonva.us](mailto:sgeorge@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)  
Email: 703-228-3294

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**11. ARLINGTON COUNTY BUSINESS LICENSES**

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


**12. COUNTERPARTS**

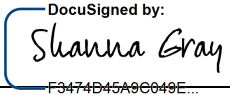
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

JOANNA INC. DBA GATE LOGIC SECURITY

AUTHORIZED SIGNATURE:   
534805882406484...  
NAME: Meloni Hurley  
TITLE: Assistant Purchasing Agent  
DATE: 12/21/2021

AUTHORIZED SIGNATURE:   
F3474D45A9C049E...  
NAME: Shanna Gray  
TITLE: President  
DATE: 12/21/2021



# County of Fairfax, Virginia

## AMENDMENT

2021 August 30 | 07:35:29 PDT

### AMENDMENT NO. 1

**CONTRACT TITLE:** Automatic Gates – Maintenance and Repair

**CONTRACTOR**

Joanna Inc.,  
DBA Gate Logic Security  
8124 Flannery Court  
Manassas, VA 20109

**SUPPLIER CODE**

1000039312

**CONTRACT NO.**

4400010236

By mutual agreement, Contract 4400010236 is renewed for one year at existing prices, terms and conditions, effective November 1, 2021, through October 31, 2022.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, paragraph 13, within ten (10) days after receipt of this executed amendment.

**ACCEPTANCE:**

DocuSigned by:

Michael Blair

4A680AC3B52246A...

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

**DISTRIBUTION**

Dept. of Finance – Accounts Payable/e  
FMD – Michael Sights/e  
DPMM – Supplier Diversity – Jason Im/e

Contract Specialist – Shameema Rahman  
FMD- Laua Seidler/e  
Contractor- [Shanna@gatelogicsecurity.com](mailto:Shanna@gatelogicsecurity.com)



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Joanna Inc.  
DBA Gate Logic Security  
8124 Flannery Court  
Manassas, VA 20109

Date of Award: 2020 November 18 | 17:02:

Attention: Shanna Gray, President

Reference: IFB 2000003220 – Automatic Gates – Maintenance and Repair

Dear: Ms. Gray:

### Acceptance Agreement

**Contract Number 4400010236**

This Acceptance Agreement signifies a contract award to Gate Logic Security in its entirety for the referenced IFB. The term of the contract is from Date of Award through October 31, 2021, with four (4) one-year renewal options available.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement,
- 2) The terms and conditions of 4400010236; and any Addenda,
- 3) Your bid dated October 14, 2020.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as required. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at [www.fairfaxcounty.gov/dpmm/cregister](http://www.fairfaxcounty.gov/dpmm/cregister) by entering the contract number 4400010236 in the contract number field.

All questions regarding this contract should be directed to Latonya Latamore at (703) 324-5188 or via email [Latonya.Latamore@fairfaxcounty.gov](mailto:Latonya.Latamore@fairfaxcounty.gov).

DocuSigned by:  
*Cathy A. Muse*  
0EEA0FDCE6634D3...

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
**Phone** 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

# EXHIBIT B

## **IMPORTANT NOTICE**

**THIS IS AN ELECTRONIC PROCUREMENT (eBID)**

**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL  
(<https://fairfaxcounty.bonfirehub.com>)**

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating bids. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

Submitting bids via the Bonfire portal is **Mandatory**. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference Special Provisions, Section 9, Submission of Bids, for additional information.

Fairfax County strongly encourages bidders to submit bids well in advance of the bid submission deadline. A bid submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its Bid.



## SPECIAL PROVISIONS

### 1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a term contract(s) to include inspection, installation, maintenance, repair, replacement, and modernization of automatic gates. The automatic gates consist of sliding, swinging and folding motorized equipment to open and/or close by sensor, loop or badged access and are used for vehicular and pedestrian traffic for all departments and activities of the County of Fairfax for the requirements listed in this solicitation.
- 1.2. Repairs utilizing the Labor Rates in Part 1, Pricing Schedule may also be requested for gate and automatic door systems not individually listed within the Pricing Schedule. Interested Bidders should have a flexible organization with the capacity to perform multiple assignments of differing complexity at one time for a variety of emergency and/or non-emergency calls.
- 1.3. Please note, many of our sites use Wallace Gates. Your technicians must be trained and proficient in working on Wallace Gate technology.
- 1.4. Bidder must retain staff or have capacity to fulfill contractual requirements without externally subcontracting responsibilities of the contract.
- 1.5. Bidders are required to include the following with their bid:
  - Documentation demonstrating no less than five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement, and repairs.
  - References from five separate organizations or companies where such services have been performed during the past 3 years. Fairfax County Government (FCG), and Fairfax County Public Schools (FCPS), are considered a single entity or one reference).
  - Provide qualification statements and proof of experience for the service/repair technicians that will be assigned to the Contract with bid package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement, and installation of automatic access gates.
  - Bidders must provide a complete list of personnel (including their employment status: mechanic/helper) that will be utilized to fulfill the terms of the contract with documentation supporting their certification or licensure.

Failure to provide these items may result in rejection of the bid.

### 2. PERIOD OF CONTRACT:

- 2.1. The period of the contract shall be from date of the award through October 31, 2021.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's purchasing department. The County reserves the right to renew the contract for (4) four additional (1) year periods based on satisfactory contractor performance and if agreeable to all parties.

## SPECIAL PROVISIONS

- 2.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **3. PRICES AND PRICE ADJUSTMENT:**

- 3.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the contract.
- 3.2. The labor rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 3.3. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank shall be considered nonresponsive. Bidder must bid on all line items in the Bid Table.
- 3.4. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 3.5. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 3.6. Price decreases shall be made in accordance with paragraph 39 of the General Conditions and Instructions to Bidders.

### **4. DELIVERY/TIME OF PERFORMANCE:**

- 4.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**
- 4.2. The place of delivery of items ordered under the contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.

## SPECIAL PROVISIONS

- 4.3. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

### **5. QUOTATION LIMITATION:**

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

### **6. INTERPRETATION OF BID:**

- 6.1. Any questions pertaining to this solicitation shall be directed to:

Latonya Latamore, Contract Analyst  
Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone Number: (703) 324-5188  
E-mail: [Latonya.Latamore@fairfaxcounty.gov](mailto:Latonya.Latamore@fairfaxcounty.gov)

### **7. PRODUCT INFORMATION:**

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

### **8. SUBMISSION OF BIDS:**

- 8.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e. e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).
- 8.2. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 8.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

## SPECIAL PROVISIONS

- 8.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates). By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

### **9. ADDENDA:**

- 9.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is 12:00 p.m., five (5) business days before the due date of the solicitation. All addenda shall be signed and submitted as stated on the addenda in Bonfire.
- 9.2. Notice of addenda will be posted on eVA, DPMM current solicitation webpage and the Bonfire portal. It is the bidder's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitation](http://www.fairfaxcounty.gov/solicitation).

### **10. BID OPENING:**

- 10.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. Bidders may view the bid opening on **October 15, 2020 at 2:00 P.M. EDT** by Zoom web conferencing. Please join from PC, Mac, Linux, iOS or Android at <https://zoom.us/j/397271813> or telephone by dialing: USA 602 333 0032, USA 888-270-9936 (US Toll Free) Conference code: **153791**. A copy of the record/bid tabulation shall be made available in the DPMM website at <http://www.fairfaxcounty.gov/procurement/bid-tab/>.

All participants must register at <https://zoom.us/meeting/register/tJlIcCspz8iHdC45oTnu7P9I5QHEVD80iST> to receive the password to the bid opening.

### **11. BID EVALUATION/CONTRACT AWARD:**

- 11.1. Items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on what the County determines to be in its best interest.

### **12. BID ACCEPTANCE PERIOD:**

- 12.1. Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

### **13. CONTRACT INSURANCE PROVISIONS**

- 13.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of 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.

SPECIAL PROVISIONS

13.2. The Contractor shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its sub-Contractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.
- e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under the contract, or
- 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

SPECIAL PROVISIONS

- g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
  - h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - i. Hold-harmless and Indemnification: Article 59 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:  
  
"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
  - j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
  - l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 13.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 13.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 13.5. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 13.6. Nothing contained in the specifications 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 the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 13.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**SPECIAL PROVISIONS**

- 13.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to the contract.
- 13.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 14. METHOD OF ORDERING:**
- 14.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 14.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under the contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 14.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 14.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 14.5. Performance under the contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 15. CORRESPONDENCE:**
- 15.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.
- 16. ADDITIONS/DELETIONS:**
- 16.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.
- 17. CANCELLATION OF ORDERS:**
- 17.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in the contract.
- 18. EMERGENCY PURCHASES:**
- 18.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

## SPECIAL PROVISIONS

### **19. ORDER OF PRECEDENCE:**

- 19.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

### **20. SUBCONTRACTING:**

- 20.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. The Contractor is required to request permission to use a subcontractor if one is required for specific certified services. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.dbsd.virginia.gov>, local chambers of commerce and other business organizations. Some examples of services that may need subcontractors:

- a. Proprietary materials like Wallace Gates
- b. Welders
- c. Electricians
- d. Asphalt company
- e. Concrete, curb, and gutter company
- f. Access control vendor

### **21. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 21.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.
- 21.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 21.3. Other public bodies desiring to use the contract must make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies.
- 21.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.



SPECIAL PROVISIONS**22. NEWS RELEASES BY VENDORS:**

- 22.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**23. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 23.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 23.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County Government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of the contract acknowledges your commitment and compliance with ADA.

**24. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 24.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

## TECHNICAL PROVISIONS

### 1. BACKGROUND:

Automatic gates and associated components (operators) are located at various Fairfax County facilities and are used to secure and gain access to County properties. Proper operation is necessary to allow for the ingress and egress of County staff into the properties, as well as full closing afterward to maintain security. The contract requires services to be completed by trained and certified technicians and certified welders.

### 2. DEFINITIONS:

- **Automatic Gates** means sliding, swinging or folding gates which are motorized to open and/or close by sensor or button and are used for vehicle and pedestrian traffic.
- **Project Manager** means the Fairfax County representative who requests the work to be performed, coordinates the work, verifies work completion, meets County standards and approves the contractor's invoices.
- **Deficiency** means anything not meeting the manufacturers' specifications and Fairfax County standards for the type of gates being repaired.
- **Normal Working Hours** means weekdays, (holidays excluded), Monday through Friday (7AM – 5PM)
- **After Hours** means holidays, weekends, and any hours outside normal working hours
- **Emergency Repair Services** means a critical gate is out of service and requires immediate response. (Two (2) hour response time) 24 hours a day / 365 days a year.
- **Routine Repair Services** means gate is malfunctioning, intermittently failing or out of service and requires a standard response during normal working hours. (Four (4) hour response time) Monday - Friday 7AM-5PM.
- **Response time** means from the time the contractor receives the call from the Project Manager to the time the contractor arrives at the Fairfax County location and checks in with the Project Manager or onsite representative.

### 3. CONTRACTOR REQUIREMENTS:

- 3.1. Perform an initial assessment of the County gates to recommend necessary repairs. Upon completion of the initial inspection and related repairs, the Contractor shall communicate the deficiencies to the Project Manager. Only upon written request shall the Contractor perform repairs associated with the initial inspection.
- 3.2. Provide on-call technicians who shall be available to respond twenty-four (24) hours a day, seven (7) days a week, and 365-Days per year (including holidays) to expedited, emergency, or urgent repair services. On-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Offeror shall attach documentation to the bid package demonstrating this requirement.
- 3.3. Bidders shall indicate, on the Pricing Schedule, a contact person's name and telephone number for **Normal Working** hours. Fairfax County Normal Working hours are 7AM – 5PM, Monday through Friday. This person must be within a 50-mile proximity from Fairfax County. Answering machines are unacceptable as a point of contact.

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For **After Hours** calls the bidder shall indicate on the Pricing Schedule a contact person and telephone number or have a voice mail paging system or answering service. All bidders using a voice mail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender in no less than 30 minutes.

- 3.4. Bidders shall indicate, on the Pricing Schedule, a contact person's name and telephone number available to meet with the Project Manager, in person, at the Fairfax County Government Center (12000 Government Center Parkway, Fairfax VA 22035) on a monthly basis to hold recap meetings and provide status updates on work performed
- 3.5. Employ or Subcontract certified welders with a minimum of five (5) years continuous experience in welding aluminum. Copies of the welder certifications may be requested by the Project Manager at any time when such work is being provided and the Contractor is required to deliver this documentation upon request within a 48-hour time period.
- 3.6. Provide all necessary training, equipment and tools to safely test, service, and repair the automatic gates and maintain an adequate number of qualified gate technicians to perform scheduled and unscheduled maintenance services as specified. Please note, many of our sites use Wallace Gates. Your technicians must be trained and proficient in working on Wallace Gate technology.
- 3.7. The Contractor shall acknowledge that the scheduling of events at Fairfax County facilities takes precedence over any scheduled maintenance and repair services agreed to by the Project Manager and the Contractor. The Contractor shall not hold the County liable, financially or otherwise, if the County needs to reschedule services with the Contractor due to changes in the schedule of events at a County facility. The Project Manager will make every reasonable effort to immediately notify the Contractor of changes in the County's schedule of events which may have an impact on scheduled services.
- 3.8. Provide all applicable permits, labor, supervision, equipment, materials, labor, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation required for proper execution and completion of maintenance, repair, and replacement services provided under the Contract. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, and Fairfax County ordinances, rules and regulations.
- 3.9. Purchase and maintain any special tools that the contractor needs at the contractor's expense.
- 3.10. Ensure all technicians sign in and sign out with the Department 's Security Desk or onsite customer, and report to the Project Manager.
- 3.11. Provide an electronic work ticket within 48 hours to the Project Manager detailing all maintenance and/or repairs performed. The work ticket shall be signed by the Project Manager or onsite FMD Designee or alternate representative onsite immediately upon completion of services.
- 3.12. Only use parts, materials, equipment, and chemicals that comply with manufacturer's specifications and standard industry practice when servicing any County parts and/or equipment.
- 3.13. Maintain and purchase spare parts inventory and deliver inventory to the department(s) upon request from the Project Manager. Assuming parts are readily available, the Contractor shall deliver replenishing parts within seven (7) calendar days from the date of written request from the department's Project Manager.

## TECHNICAL PROVISIONS

- 3.14. Provide diagnostic equipment and other similar equipment, tools and resources which are required to diagnose and perform the work required in this Scope of Work
- 3.15. Ensure services conducted on or around County property are performed in a safe, courteous, and professional manner with proper signs posted.
- 3.16. Ensure that tools, parts, and/or supplies are not left unattended in the public area at any time while performing work on County property.
- 3.17. Perform all repairs and maintenance operations in a manner which minimizes adverse impact to vehicular and/or pedestrian traffic.
- 3.18. Notify the Project Manager immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm services are completed, in writing via an email, within twenty-four (24) hours or the next business day
- 3.19. Responsible for damage done to property or equipment as a direct result of the Contractor's or subcontractor's actions. The Contractor and/or his employees shall notify the Project Manager within twenty-four (24) hours or the next business day, of any damage to County property. The Contractor shall make repairs or replacement to the satisfaction of the Project Manager at no cost to the County. The County may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor to recover costs if no payments are owed.
- 3.20. Responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Project Manager's inspection and approval.
- 3.21. Within fifteen days after notification of contract award, along with a signed authorization form, from each employee, authorizing release of information. The authorization forms will be supplied to each contractor.
- 3.22. Contractors will be required to maintain a current personnel list, and all additions must be accompanied with a signed authorization form. The Contractor shall forward a current personnel list to the County Project Manager on no less than a quarterly basis.
- 3.23. Upon end of contract, termination, etc. the Contractor will be responsible to return all County issued ID badges. If not returned the Contractor will pay Fairfax County \$15 for any badges not returned.

#### **4. SINGLE POINT OF CONTACT:**

The Contractor shall:

- 4.1. Provide a Single Point of Contact (SPOC) to the Project Manager within five (5) days of contract award.
- 4.2. The SPOC shall be capable of communicating effectively and thoroughly with the County's Project Manager, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.
- 4.3. The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under the Contract.
- 4.4. The SPOC shall ultimately be responsible for the Contractor's employees; ensuring

## TECHNICAL PROVISIONS

adherence to the work schedule, safety requirements, and quality of work.

- 4.5. The SPOC shall not be changed or removed from the project without prior written consent from the Project Manager.
- 4.6. The Contractor shall provide the SPOC's office phone number, email address, and cell phone number, in writing to the Project Manager within five (5) business days of contract award.
- 4.7. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall notify the Project Manager and provide a designee for the SPOC in writing within 24 hours of notification. If SPOC is sick, a notification is required as soon as possible.
- 4.8. The SPOC's designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

### **5. REPAIR, REPLACEMENT AND INSTALLATION REQUIREMENTS**

The Contractor shall:

- 5.1. Provide general maintenance, repair, replacement and installation services at the request of the Project Manager on an as needed basis.
- 5.2. Confirm repair service requests within two (2) business hours by phone or email to the Project Manager. Complete the repair services within two (2) business days of the service request, or a timeframe mutually agreed upon between the Contractor and Project Manager.
- 5.3. Inspect the entire gate, door, and mechanism prior to beginning repairs to ensure that no other repairs are required.
- 5.4. Inspect each gate and its component parts according to the maintenance schedule for each type of gate and controller/manufacture.
- 5.5. Adjust, lubricate, clean, and repair or replace any parts and mechanisms as necessary to keep gate in proper and safe operating condition.
- 5.6. Inspect and examine the gate and components to ensure that the required services shall correct all issues associated with the gate at the time of the service request.
- 5.7. All automatic gates, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the gates and associated equipment described. Gate systems include both slide and swing style gate systems and components. (Reference Attachment C).
- 5.8. Maintain, repair and/or replace all components required to ensure proper and complete operability of the FFX County equipment. Maintenance, repair, replacement and installation services shall include, but not be limited to the following:
  - a. Hydraulic pumps;
  - b. Pump motors;
  - c. Pump seals;
  - d. Pinch wheels;
  - e. Limit switches;
  - f. Stop locks;

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- g. Circuit boards;
  - h. Loop detectors;
  - i. Hydraulic oil replacement;
  - j. Adjust flow control valve;
  - k. Chain adjustments;
  - l. Belts;
  - m. Clutch adjustments;
  - n. Pulleys;
  - o. Swing arm replacement;
  - p. As needed welding services for tracks, chain yokes, pivot point on arms, hinges
- 5.9. Provide recommendations to the Project Manager for the purpose of identifying the existence of any potential hazards, injury, and/or possible equipment failure and the potential for untimely replacements, and information impacting the performance and life of parts and equipment when equipment is serviced based on schedule or unscheduled work.
- 5.10. Submit a written itemized quote that describes the repair, the cost of parts and the labor, within one (1) business day of request, to the Project Manager for approval, prior to starting work.
- 6. PREVENTIVE MAINTENANCE:**
- 6.1. The Contractor is responsible for developing an annual (12 month) automatic gate preventive maintenance schedule according to the requirements of each individual system at every location listed in Attachment A Pricing Schedule or added by amendment. This annual schedule shall indicate the specific locations and dates that the Contractor intends to perform service. This schedule must be provided to Project Manager within 10 working days after being awarded the contract
- The schedule shall be agreed upon between the Contractor and Project Manager. Work will be conducted at various locations in Fairfax County between the hours of 7:00 a.m. and 5:00 p.m. on regular County business days unless other arrangements have been made. The Contractor must notify the Project Manager a minimum of 5 working days prior to a scheduled service visit if a cancelation or reschedule is needed.
- 6.2. The routine/preventative maintenance service schedule, including the frequency or number of hours for onsite preventative maintenance, may be revised on an as-needed basis, as required by the Project Manager, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at Fairfax County locations.
- Any changes to the preventative maintenance schedule shall be agreed to in writing by the Project Manager. Under no circumstances shall the Contractor adjust or modify the preventative maintenance service schedule, the frequency, or number of hours for onsite preventative maintenance without prior written approval from the Project Manager.
- 6.3. The County reserves the right to add or delete gates to the preventative/scheduled maintenance schedule at any time throughout the term of the contract and may request that the contractor conduct the necessary preliminary gate assessments.

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- 6.4. Provide preventative maintenance services to the automatic gates detailed in Attachment A, Pricing Schedule to include the following responsibilities:
- a. Systematic testing of all mechanical gate associated component parts, equipment, and trim:
  - b. Adjusting, lubricating, cleaning, as necessary to maintain the gates and equipment are in proper and safe operating condition.
  - c. Inspecting that the equipment efficiency, safety, and rated opening and closing speeds for each gate unit are maintained in accordance with the manufacturer specifications deleted code(s).
  - d. Examining, maintaining, and restoring all safety devices and governors for each gate. Gate safety devices and/or governors shall never be left in a bypassed state.
  - e. Inspecting the mechanical, electrical, and electronic systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards.
- 6.5. Provide the Project Manager, an electronic report of all findings and provide service recommendations. within 48 hours, from the date of PM service completion.
- 6.6. Notify the Project Manager of all found equipment issues that are not within manufacturer's specifications and the anticipated down time, within twenty-four (24) hours of the discovery.

**7. WORK TICKETS, REPORTS & RECORD KEEPING:**

The Contract shall:

- 7.1. Develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic gate systems and equipment.
- 7.2. Provide a monthly report to the Project Manager by the 10<sup>th</sup> day of the following month.
- 7.3. Maintain proof of all labor, material and equipment charges and provide the information upon request of the Project Manager. Documentation shall include but not necessarily be limited to copies of employee timesheets, which shall be submitted for inspection, copies of suppliers' invoices, properly dated, and itemized by line itemized in each job performed for the County.
- 7.4. Document each inspection, repair, install and preventive maintenance service task with an electronic work ticket, and submit to the Project Manager upon completion of service. The format of the work ticket must be agreed upon by the Project Manager. The electronic work ticket must include the following at a minimum:
- a. Date of Service
  - b. Zone number
  - c. Location where work is performed, Building Name and Full Address
  - d. Common Gate Name, Identifier or Location of Gate within proximity to building.
  - e. Requestor's full name
  - f. Requestor's phone number
  - g. Name and Phone number of the technician performing the work
  - h. On-Site Arrival Time
  - i. On-site Departure Time
  - j. Diagnosis
  - k. Description of work to include any maintenance and repairs made

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- l. Materials and parts used
  - m. Equipment replaced
  - n. Details about any equipment ordered to include estimated lead times
  - o. On Site representatives' signature
- 7.5. In all instances, the Contractor will prepare a work ticket. Each work ticket shall reflect the daily job site activity and be sent electronically by email to the Fairfax County Project Manager within 48 hours.

**8. INVOICING PROCEDURE:**

8.1. The Contractor shall submit separate invoices by Zone Number once each month on the Company's letterhead, to the BILL TO address shown on the Purchase Order. Create a separate invoice for each location serviced. Services performed at various facilities or on separate dates may NOT be grouped together on one invoice. However, if a location has multiple gates serviced together the same day, that work may be grouped together on one invoice. Each invoice should contain the following information:

- a. Contractors, Name and Address
- b. Purchase Order number
- c. Unique Invoice Number
- d. Invoice Date
- e. Date Service was performed
- f. Description of Work Performed
- g. FFX Representatives Name and Phone Number requesting the work
- h. Technician who performed the work
- i. Copy of work ticket

**Note:** Payments will be delayed significantly if the Contractor fails to submit invoices to the BILL TO address shown on Purchase Order.

The County reserves the right to withhold payment of invoices when work performed cannot be verified with work tickets due to the failure of the Contractor's employees/representatives to report to the Project Manager and the front desk or main office of the County facility where the work is performed.

**9. PERSONNEL****9.1. IDENTIFICATION:**

- a. Contractor employees, representatives, and sub-contractors are required to display Fairfax County issued Contractor identification badges. Badges must be worn at or above the waist at all times while on the job site. Fairfax County issued ID Badges must be obtained from Fairfax County. Contractor employees, representatives and sub-contractors who arrive at the job site without appropriate identification badges will immediately be dismissed from the job site. All supplies, materials and equipment are subject to security inspections. Misplaced or lost badges shall be reported immediately by the Contractor, and the Contractor will pay Fairfax County \$15 for a replacement badge.
- b. All Contractor employees, representatives and sub-contractors will be required to submit to "Criminal History" background checks, prior to performing work under the contract, and at any time deemed necessary by the Fairfax County Police Department or Sheriff's Office. The contractor will be responsible for all costs for obtaining criminal history background checks. Upon award the contractor shall coordinate security clearances through the County security office. This is a two-step process. The criminal history check shall be provided to County security along with E-Verify results.



## TECHNICAL PROVISIONS

### 9.2. INCOMPETENT OR DISORDERLY EMPLOYEES

- a. If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be reemployed (on subject project) except on written consent of the Project Manager.
- b. Ensure that all personnel maintain all applicable certifications that are required to perform the services specified in this IFB and they are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within one (1) week as requested by the Project Manager.
- c. Immediately remove any employee or representative from the County property or facilities, if the Project Manager notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on County property or at County facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Virginia law, or has possessed or was under the influence of alcohol or drugs on the job.
- d. The Contractor shall not assign such employee to a Fairfax County work order/job without the Project Manager's prior written consent.
- e. Contractor's employees are required to maintain good discipline while performing services for the County.
- f. Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverage or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the project manager.

### 9.3. Ensure all personnel meet all applicable certification requirements of any regulatory agency having jurisdiction.

- a. Ensure all personnel wear a uniform, necessary personal protective equipment and company issued identification. Uniforms shall be alike and shall have the Contractor's name clearly displayed on the front of the shirt and seasonal outerwear. All Contractor and subcontractor personnel are required to wear Fairfax County issued badges with photo while on County property.
- b. Ensure all personnel wear proper personal protective equipment when servicing County equipment, or required based on the environment, or as required by department policy. The Contractor is solely responsible for providing and ensuring Contractor and subcontractor personnel, have and wear the required personal protective equipment.

## 10. SUPERINTENDENCE BY CONTRACTOR:

- 10.1. It shall be the Contractor's responsibility to completely supervise and direct the work under the Contract and all subcontractors that he may utilize, using best skill and attention. Subcontractors who perform under the contract shall be responsibility of the Contractor.

## TECHNICAL PROVISIONS

### **11. PROJECT MANAGER'S CONTROL NOT LIMITED:**

11.1. The County's Project Manager will control the work under the contract. The contractor must perform all the work to the complete satisfaction of the Project Manager. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. Bidders should not assume that the Project Manager's direction is limited to those items only but applies to all work performed under the contract.

### **12. SUSTAINABILITY**

12.1. The contractor shall inform the County of alternative products and practices it can offer that meet the County's sustainable purchasing objectives and that can be used to complete services performed under the Contract.

The alternative products and practices should:

- a. Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content.
- b. Minimize environmental impacts such as water and air pollution during usage
- c. Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment.
- d. Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost

### **13. PERMITS AND LICENSES:**

13.1. The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense to the County. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

### **14. WARRANTY**

14.1. The Contractor shall provide, a minimum one (1) year warranty against defects of materials, services, and workmanship for all repairs. Contractor shall include in their bid submittal a statement of warranty for workmanship and materials

### **15. PROJECT AUDITS**

15.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records, and documents of the contractor under the following conditions:

- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs.

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- b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of the contract.
- c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under the contract.
- d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- e. Failure to provide preventive maintenance and repair reports within the agreed terms of the contract.
- f. Maintain financial records for five (5) years after contract has terminated.