

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

NOTICE OF CONTRACT AWARD

TO: Saf-Gard Safety Shoe Co. 2701 Patterson Street Greensboro, NC 27407	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>November 14, 2019</u> <u>20-002-ITB-1</u> <u>Safety Shoes</u>
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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. 20-002-ITB-1 including any attachments or amendments thereto.

EFFECTIVE DATE: December 3, 2019

EXPIRES: November 30, 2020

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

COMMODITY CODE(S): 80040

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-002-ITB-1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Kenneth Herbaugh

VENDOR TEL. NO.:

(412) 715-4490

EMAIL ADDRESS: kherbaugh@safgard.com

COUNTY CONTACT: Alin Brasov, DES, WSS

COUNTY TEL. NO.:

(703) 228-6508

COUNTY CONTACT EMAIL: abrasov@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Tomoka Price Title Procurement Officer Date December 3, 2019

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

AGREEMENT NO. 20-002-ITB-1

THIS AGREEMENT is made, on the date of execution by the County, between Saf-Gard Safety Shoe Co., 2701 Patterson Street, Greensboro, NC 27407 ("Contractor") a North Carolina corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-002-ITB.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide safety shoes to all Arlington County Departments on an as needed basis. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

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

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until November 30, 2020 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other

party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in August of each year of the Contract.

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

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

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. PAYMENT OF SUBCONTRACTORS

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties 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. 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.

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

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

14. 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.

15. 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.

16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

17. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

18. 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.

19. FAILURE TO DELIVER

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

20. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

21. PROJECT STAFF

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

22. 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.

23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

24. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

25. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

26. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at

least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

27. INDEMNIFICATION

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

28. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

29. COPYRIGHT

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

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

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

30. OWNERSHIP AND RETURN OF RECORDS

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

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

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

31. CONFIDENTIAL INFORMATION

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

32. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money,

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

33. COUNTY EMPLOYEES

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

34. FORCE MAJEURE

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

35. AUTHORITY TO TRANSACT BUSINESS

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

36. RELATION TO COUNTY

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

37. ANTITRUST

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

38. REPORT STANDARDS

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

39. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to 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.

40. ASSIGNMENT

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

41. AMENDMENTS

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

42. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

43. DISPUTE RESOLUTION

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

44. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

45. ARBITRATION

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

46. NONEXCLUSIVITY OF REMEDIES

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

47. NO WAIVER

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

48. SEVERABILITY

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

49. 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.

50. ATTORNEY'S FEES

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

51. SURVIVAL OF TERMS

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

52. HEADINGS

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

53. AMBIGUITIES

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

54. NOTICES

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

TO THE CONTRACTOR:
Kenneth Herbaugh
Saf-Gard Safety Shoe Co.
2701 Patterson St.
Greensboro, NC 27407

TO THE COUNTY:

Alin Brasov, Project Officer
DES Budget and Finance, Water, Sewer and Streets Bureau
4200 28th Street, S.
Arlington, VA 22206

AND

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

55. 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.

56. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

57. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

58. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

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

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

59. 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

AUTHORIZED
SIGNATURE: Tomeka Price

NAME: TOMEKA PRICE
TITLE: PROCUREMENT OFFICER

DATE: December 3, 2019 _____

CONTRACTOR: Saf-Gard Safety Shoe Co.

AUTHORIZED
SIGNATURE: Kenneth Herbaugh

NAME AND
TITLE: Kenneth Herbaugh VP

DATE: 11/25/19

SCOPE OF SERVICES

The Contractor(s) will furnish Safety Shoes to Arlington County's Department of Environmental Services and all other departments that may have a requirement on an "as required" basis during the contract period.

The County may obtain various safety shoes with prompt and reliable service at fair and reasonable prices. The County estimates the total number of shoes ordered per year to be approximately 700 and a yearly total dollar expenditure of approximately \$70,000.00.

Quantity: Any quantities shown are approximate and are for the purpose of bid evaluation. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise.

Quality: During the term of the contract, substitutions shall not be permitted without prior written approval by the Project Officer. Substitutions shall be at the discretion of the County.

- i. Styles shall include:
 - a. Work Boots (6" – 14")
 - b. Work Oxfords
 - c. Hikers
 - d. Dress/Dress Casual Shoes
 - e. Athletic Shoes

- ii. Variety shall include minimum coverage of the following
 - a. Puncture Protection
 - b. Metatarsal Protection
 - c. Insulating Protection

Fitting Services: To assure proper fit, the contractor will provide on-site fitting services as requested by the County departments. At least once per calendar month, the Contractor shall be required to take individual measurements in the mobile unit at a time and place designated by the using department at any time during the contract period if needed.

Mobile Unit Service: The Contractor shall provide a mobile unit, at least twelve (12) times a year (one time each month), for an on-site employee mass fitting and order placement. Contractor shall provide a sufficient number of brands and sizes for each mobile service. There shall be no additional fees for this service. Mobile service shall have a minimum of two (2) representatives from the Contractor to service the County's employees. Failure to provide a mobile unit will result in the disqualification of the Bidder's bid in its entirety.

- A. A mobile unit or "shoe mobile" is a vehicle/truck that carries sample shoes and a sizable stock of shoes (different sizes and types), equipped with foot size measuring equipment and with sufficient room so that individuals may try on shoes.

- B. A mobile unit or "shoe mobile" service may be required for specific departments for certain types of shoes. Upon request of the ordering Department, the Contractor will be

responsible for providing various types, styles, make and manufacturers at any location within Arlington County.

- C. The Contractor shall not release any onsite shoe mobile deliveries without:
 - a. Verifying proper County ID
 - b. Obtaining a County Voucher

Contractor representatives shall be responsible for assisting County Departments with coordinating and scheduling the mobile unit. Upon request from the County, the mobile unit shall be provided Monday through Friday between 7:00 am and 5:00 pm.

Ordering and Invoicing: Orders will be placed with the Contractor as needed by the various County departments.

Contractor shall submit all invoices and credit memos to the using department; each shall reference the appropriate Purchase Order. Items shall be billed to using department for processing of payments in accordance with the County's normal payment cycle.

All credit memos must indicate original invoice number.

Invoice Documentation

- A. Orders placed under this contract for onsite delivery shall be supported by the Contractor's Invoice. The Contractor's Invoice shall contain the following information:
 - i. Contractor's Name
 - ii. Purchase Order Number
 - iii. Date of Purchase
 - iv. Itemized list of items sold
 - vi. Catalog Item Price,
 - vii. Quantity
 - viii. Discount Percentage (if any)
 - ix. Aggregate Price
 - x. Name of County Representative ordering
 - vii. County Agency/Department receiving the supplies.

Delivery Requirements: All deliveries will be FOB destination, for all orders placed during the contract period. Deliveries will be made to various locations in Arlington County, Monday-Friday, between the hours of 8:30 A.M. and 3:30 PM on regular County business days unless other arrangements have been made.

Arlington County requires that all deliveries be made, within five (5) business days after receipt of PO for stocked items and fifteen (15) business days after receipt of PO for non-stocked items.

Contractor shall furnish an itemized delivery ticket complete with unit pricing with each order. All delivery tickets shall include the Purchase Order number and must be signed by County personnel and a copy left at the delivery location.

Exchanges: All defective new and/or unused shoes previously purchased from the contractor will be accepted and exchanged at no cost for a like shoe that will fit the individual County employee.

Returns: For items delivered incorrectly, the Contractor shall pick up items to be returned on the next regular delivery and allow full credit for items returned in original condition.

Warranty: The Contractor certifies that all shoes/boots sold to the County will meet or exceed safety requirements for Class 75 as outlined in the Occupational Health and Safety Act of 1970, ASTM F2413 and F2412; all shoes shall have excellent ratings in accordance with ASTM test methods for hazardous environments oil (petroleum) spills, chemical spills, slip and abrasion resistance and must meet or exceed ANSI Z41-1999 Electrical Hazard standards.

All items furnished will be new, of good material and workmanship, and Contractor agrees to replace any items which fail to comply with the specifications because of defective material or workmanship under normal use, free of County's negligence or accident for a minimum of 90 calendar days from the date of delivery. Such replacements shall include transportation/delivery costs free of any charge to the County. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Contractor shall assign to the County all third-party warranties applicable to such deliverables. Contractor warrants that the County has all the rights necessary to utilize all deliverables for their intended purpose free from all third-party claims.

Cancellation of Orders: Purchases made under this contract are for readily available supplies. 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 specified in this contract.

Emergency Purchases: 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.

Additions/Deletions: The County reserves the right to add similar items/services or delete items/services specified in the resulting contract as requirements change during the period of the contract. Arlington 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.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-002-ITB

B I D F O R M

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (THE BID FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE USB SHALL BE A MIRROR COPY OF THE FULLY-COMPLETED AND SIGNED BID FORM).

BIDS WILL BE OPENED AT 1:00 P.M., ON NOVEMBER 4, 2019

FOR PROVIDING SAFETY SHOES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

GRAND TOTAL FOR PART 3: \$44,325.00
(includes item 1, 2, 3, & 4)

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

SUBMITTED BY:
(legal name of entity) Saf-Gard Safety Shoe Co.

AUTHORIZED SIGNATURE: Kenneth Herbaugh 10/31/19

PRINT NAME AND TITLE: Kenneth Herbaugh VP

ADDRESS: 2701 Patterson St.

CITY/STATE/ZIP: Greensboro, NC 27407

TELEPHONE NO.: 412-715-4490 E-MAIL kherbaugh@safgard.com
For sales & service: Joe Dvorak 302-547-7020 ADDRESS: jdvorak@safgard.com

THIS ENTITY IS INCORPORATED
IN: North Carolina

THIS ENTITY IS A: CORPORATION LIMITED PARTNERSHIP
(check the applicable GENERAL PARTNERSHIP UNINCORPORATED ASSOCIATION
option) LIMITED LIABILITY COMPANY SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA? YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

F1056565

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

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

099226490

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

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

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

If the catalog price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices, charged to the County.

The Contractor should provide the URL for any internet catalogs and/or pricing list.

For product information only (no pricing): www.safgard.com

Items on sale, at the time of purchase, will be provided at the sale price or the discounted price, whichever is lower.

PART 1: Catalog/Price List Discount

Discount Terms Description	Percent Discount
Provide a single percentage discount for your entire catalog and/or price list	25%*

* 25% discount off Saf-Gard's retail pricing as outlined on the attached price sheet.

PART 2: Shoe Mobile Services

Description	Choose One
Do you have a "Shoe Mobile"?	NO ___ YES... <u>X</u>
On Site Fitting	NO ___ YES... <u>X</u>
Online Catalog: URL:	NO ___ YES... <u>X</u>
Shoe Mobile Rounds Available: _____ 12/year - May be adjusted as necessary.	NO ___ YES... <u>X</u>

PART 3: Boots/Shoes

I. Please provide pricing for boots that meet the following specifications:

- Steel Shank, Welt Construction. ASTM F2413 protective toe classification
 ASTM F2413 electrical hazard standard Stitched Rubber Bumper Guard

a. Men's Safety Boots - Pricing

Item No.	Brand	Name/Stock Number	Unit Price	EST. QTY	Discount		Total Price
					%	\$	
1	Georgia Boot	Model No. GA6374 Size Range (including half sizes): M 8-12, 13, 14, 15, 16, 17 W 8-12, 13, 14, 15 Specifications: Steel shank, welt construction, ASTM F2413 protective toe classification, ASTM F2413 electrical hazard standard, stitched rubber bumper guard	\$ 172.00	100	25%	\$ 43.00	(Net price \$129.00 per pair) \$ 12,900.00

b. Women's Safety Boots - Pricing

Item No.	Brand	Name/Stock Number	Unit Price	EST. QTY	Discount		Total Price
					%	\$	
2	Georgia Boot	Model No. GA3374 Size Range (including half sizes): M 5-10 W 6-10 Specifications: Steel shank, welt construction, ASTM F2413 protective toe classification, ASTM F2413 electrical hazard standard, stitched rubber bumper guard	\$ 172.00	100	25%	\$ 43.00	(Net price \$129.00 per pair) \$ 12,900.00

II. Please provide pricing for shoes that meet the following specifications:

- Rubber sole Steel Toe Cap Slip Resistant Sole
 Genuine Leather ASTM F2413 protective toe classification

a. Men's Shoes - Pricing

Item No.	Brand	Name/Stock Number	Unit Price	EST. QTY	Discount		Total Price
					%	\$	
3	SR Max	Model No. SRM2090 Size Range (including half sizes): M 5-12, 13, 14, 15, 16 EW 8-12, 13, 14, 15 Specifications: Rubber sole, safety toe cap, slip resistant sole, genuine leather, ASTM F2413 protective toe classification	\$ 125.00	100	25%	\$ 31.25	(Net price \$93.75 per pair) \$ 9375.00

b. Women's Shoes - Pricing

Item No.	Brand	Name/Stock Number	Unit Price	EST. QTY	Discount		Total Price
					%	\$	
4	Hystest	Model No. 17170 Size Range (including half sizes): M 5-10, 11 W 5-10 Specifications: Rubber sole, safety toe cap, slip resistant sole, genuine leather, ASTM F2413 protective toe classification	\$ 122.00	100	25%	\$ 30.50	(Net price \$91.50 per pair) \$ 9150.00

SAF-GARD'S ENTIRE LINE OF SAFETY SHOES AND BOOTS WILL BE OFFERED FOR SALE TO THE COUNTY. PLEASE REFER TO OUR PRODUCT CATALOG, WEBSITE, AND ATTACHED PRICE SHEET FOR DETAILED INFORMATION ON OUR CURRENT OFFERING.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: KH
ADDENDUM NO. 2 DATE: _____ INITIAL: KH
ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

BIDDER NAME: Saf-Gard Safety Shoe Co.

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: Kenneth Herbaugh
Saf-Gard Safety Shoe Co.

ADDRESS: 2701 Patterson St.
Greensboro, NC 27407

E-MAIL: kherbaugh@safgard.com

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Terri Smithson
Organization: Loudoun County Bldg. & Development
Phone Number: 703-777-0520
E-mail Address: terri.smithson@loudoun.gov
Contract/Project Name: Safety Shoes
Contract/Project Dates (from-to): Ongoing
Contract/Project Description: Safety Shoes

REFERENCE 2: Contact Name: Bob Estadt
Organization: Fairfax County Wastewater Collection
Phone Number: 703-239-8484
E-mail Address: robert.estadt@fairfaxcounty.gov
Contract/Project Name: Safety Shoes
Contract/Project Dates (from-to): Ongoing
Contract/Project Description: Safety Shoes

REFERENCE 3: Contact Name: Leonard McDonald
Organization: Loudoun Water
Phone Number: 571-291-7704
E-mail Address: lmcdonald@loudounwater.org
Contract/Project Name: Safety Shoes
Contract/Project Dates (from-to): Ongoing
Contract/Project Description: Safety Shoes

BIDDER NAME: Saf-Gard Safety Shoe Co.

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
- ___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 Virginia Code 8.01.581.15
- ___15. Miscellaneous E&O \$1 Million per occurrence/claim
- X_16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ___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-Bailee'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, including 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. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

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

BIDDER NAME: Saf-Gard Safety Shoe Co.

AUTH. SIGNATURE: *Kenneth Herbohn*

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 20-002-ITB

ADDENDUM NO. 1

Arlington County Invitation to Bid No. 20-002-ITB for Safety Shoes is amended as follows:

The following clarifications are made as a result of vendor inquiries:

1. **Would you accept a bid without a mobile truck option?**
Answer: No, mobile unit services is a requirement of the scope of work.
2. **Why is the bumper guard required to be rubber?**
Answer: The rubber bumper guard is a highly abrasion resistant material and protects from sharp objects.
3. **Are you requiring a heel on steel?**
Answer: No.
4. **Are you requiring a Goodyear Welt construction or is a direct attach to welt permissible?**
Answer: Arlington County is requiring welt stitching.
5. **What is the reasons for the rubber sole requirement?**
Answer: Rubber has the best slip resistant attribute.
6. **You have a requirement for a steel toe cap then you have ASTM F2413 Protective Toe Classification which can also include steel, aluminum and non-metallic toe cap. Which is correct?**
Answer: Steel Toe Cap or Composite toe are acceptable. ASTM F2423-11.
7. **Are you allowing a split hide, or does it have to be a full grain leather?**
Answer: Full grain leather is the requirement. Split hide is not acceptable.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomeka Price, VCA
Procurement Officer
tprice@arlingtonva.us

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

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.

FIRM NAME: Saf-Gard Safety Shoe Co.

**AUTHORIZED
SIGNATURE:**

Benneth Herband

DATE: 10/31/19

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 20-002-ITB

ADDENDUM NO. 2

Arlington County Invitation to Bid No. 20-002-ITB for Safety Shoes is amended as follows:

The following clarifications are made as a result of vendor inquiries:

1. Will Arlington County accept a response that states, "Should Vendor be considered the best supplier, Vendor will enter into a contract with Arlington County only after Vendors' legal counsel reviews all terms and conditions and offers their approval."?

Answer: The Sample Contract is attached to ITB 20-002-ITB for Bidders to review with their legal team in advance. After bid closing per Section 12. Exceptions and NonConforming Terms and Conditions, a bid must conform to the terms and conditions of this solicitation and may not contain alternate terms and conditions.

2. Would you like the total price to reflect the total unit price? Or should the total price reflect the final unit price multiplied by the estimated quantity (100)?

Answer: The total price should reflect the final unit price multiplied by the estimated quantity (100).

Example:

Item No.	Brand	Name/Stock Number	Unit Price	EST. QTY	Discount		Total Price (After Discount)
					%	\$	
1	XYZ	Model No. 123456ABC Size Range (including half sizes): 7 - 14 Specifications: Steel Shank, Welt Construction. ASTM F2413 protective toe classification ASTM F2413 electrical hazard standard Stitched Rubber Bumper Guard	\$100.00	100	5%	\$5.00	\$950.00 \$100.00 Unit Price - \$5.00 Discount/Unit (Pair) \$95.00 Subtotal Cost/Unit (Pair) \$95.00 Subtotal Cost/Unit (Pair) X 100 Units (Pairs) \$950.00 Total Price (100 Pairs)

3. Would Arlington County consider "piggy backing" a cooperative agreement for this need?

Answer: No.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

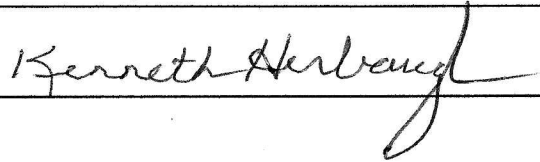
Tomoka Price, VCA
Procurement Officer
tprice@arlingtonva.us

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

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 2.

FIRM NAME: Saf-Gard Safety Shoe Co.

**AUTHORIZED
SIGNATURE:**



DATE: 10/31/19