

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 20-044-SFA

THIS SERVICE AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and *M & E Services, Inc. dba FitrepairsNVA*, a Virginia corporation authorized to transact business in the Commonwealth of Virginia, with a principal place of business located at 7788 Greenwich Rd., Catlett, VA 20119 ("Contractor").

1. The Contractor agrees to provide the following goods or services:

Scope of Work: a regular servicing schedule at the nine (9) locations, Exhibit A, for the purpose of preventative maintenance, troubleshooting future problems, and as a provision for making necessary repairs. It will help extend product life span, help to decrease product "down-time", and provide the Facility with well-tuned equipment.

Service Hours: Service will normally be available for a period of eight consecutive hours between the hours of 8:00 A.M. to 6:00 P.M on regular working days, excluding weekends and holidays (hereinafter referred to as "normal service hours").

Repair Service:

- a. When service is required because of a malfunction in the operation or use of designated equipment, the Customer shall notify frnva.com during normal service hours. If it is determined that the equipment must be repaired, FitrepairsNVA will use its best efforts to repair, in accordance with the terms of this Agreement, the malfunctioning unit as rapidly as possible.
 - b. The labor for repairs shall be billed at a rate of \$37.50 per half hour. There is minimum charge of \$150.00 that includes a service call charge and the first hour of labor.
 - c. If the repair can be made concurrently with Preventative Maintenance Service, labor shall be billed at a rate of \$37.50 per half hour beginning from the time the technician completes the preventative maintenance responsibilities.
 - d. Parts and supplies shall be charged to the Customer.
2. The County will have no obligation to the Contractor if no goods or services are required.
 3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
 4. The Contractor shall provide the goods or services covered by the Contract beginning on the date of the execution of the Agreement by the County and must be completed no later than **June 30, 2020** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than **four (4) additional 12-month periods, from July 1, 2020 to June 30, 2024** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".
 5. The County will pay the Contractor, for services or goods that the Project Officer accepts, **\$4,603.00 per every three (3) months, up to the maximum amount of \$18,412.00, with payment to be made in 4 installment(s) of \$4,603.00 each.** The County will pay the Contractor net forty-five (45) days from receipt of an invoice that the Project Officer approves for payment.
 6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
 7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt

of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

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

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

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

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

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

because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
 - d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.
13. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.
14. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
15. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
16. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
17. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
18. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
19. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or

promised, unless consideration of substantially equal or greater value was exchanged.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
21. The County does not discriminate against faith-based organizations.
22. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
23. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
24. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
25. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
26. 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.
27. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

M & E Services, Inc. dba FitrepairsNVA
Attn: Ernie Hostetler
7788 Greenwich Rd.
Catlett, VA 20119
Email: ernie@frnva.com

TO THE COUNTY:

Megan Carney, Project Officer
3700 S. Four Mile Run Drive
Arlington, VA 22206
mcarney@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201
Email: tprice@arlingtonva.us

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

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

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

M & E SERVICES, INC. dba FITREPAIRSNVA

SIGNED: Tomeka Price

SIGNED: 

PRINTED NAME: TOMEKA D. PRICE

PRINTED NAME: Ernie Hostetler

PRINTED TITLE: PROCUREMENT OFFICER

PRINTED TITLE: V President

DATE: August 14, 2019

DATE: 8-13-19

Exhibit A
Equipment List

ARLINGTON MILL	1 VISIT AT \$340 X 4 = \$1,360.00 ANNUALLY
BARCROFT SPORTS & FITNESS	1 VISIT AT \$290 X 4 = \$1,160.00 ANNUALLY
CARVER	1 VISIT AT \$245 X 4 = \$980.00 ANNUALLY
DREW	1 VISIT AT \$190 X 4 = \$760.00 ANNUALLY
FAIRLINGTON	1 VISIT AT \$460 X 4 = \$1,840.00 ANNUALLY
GUNSTON	1 VISIT AT \$253 X 4 = \$1,012.00 ANNUALLY
LANGSTON-BROWN	1 VISIT AT \$390 X 4 = \$1,560.00 ANNUALLY
MADISON	1 VISIT AT \$465 X 4 = \$1,860.00 ANNUALLY
THOMAS JEFFERSON	1 VISIT AT \$1,970 X 4 = \$7,880.00 ANNUALLY
TOTAL FOR DOING PM AT THE 9 LOCATIONS IS \$18,412.00 ANNUALLY	

****The labor for repairs shall be billed at a rate of \$37.50 per half hour.

****For emergency calls There is minimum charge of \$150.00 that includes a service call charge and the first hour of labor.

EXHIBIT B

FITREPAIRSNVA

Preventative Maintenance Procedures

PREVENTATIVE MAINTENANCE PROCEDURES FOR TREADMILLS

- ✓ Inspect display and housing for cracks and defects.
- ✓ Inspect motor cover for cracks and defects.
- ✓ Inspect running belt and deck for wear.
- ✓ Wax deck and reset wax schedule in computer, if applicable.
- ✓ Track running belt.
- ✓ Inspect DC motor brushes for excessive wear and proper seating, if applicable.
- ✓ Inspect alignment of drive pulleys.
- ✓ Inspect end caps for cracks and defects.
- ✓ Inspect treadmill for leveling.
- ✓ Lubricate incline assembly, as needed.
- ✓ Inspect E-Stop for proper operation.
- ✓ Run a systems check.
 - Speed – 0 to Maximum
 - Elevation – 0 to Maximum
 - Heart Rate, if applicable
- ✓ Calibrate treadmill, if applicable.
- ✓ Vacuum, in and around, MCB, motors, pan, running belt, and deck, and under treadmill.
- ✓ Test machine for proper overall functioning.
- ✓ Wipe down machine.
- ✓ Record all problems and defects observed.
- ✓ Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.
- ✓ Check ground on power cord.

PREVENTATIVE MAINTENANCE PROCEDURES FOR STEPPERS

- ✓ Inspect frame covers for cracks, missing parts, and wear.
- ✓ Inspect display for proper functioning, excessive wear, and defects.
- ✓ Inspect pedal arms and pedals for proper functioning, excessive wear, worn bushings, and defects.
- ✓ Lubricate chains, bushings, and bearings as needed.
- ✓ Test machine for proper overall functioning.
- ✓ Record all problems and defects observed.
- ✓ R&R covers and vacuum, in and around unit.
- ✓ Wipe down machine.
- ✓ Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.
- ✓ Check ground on power cord where applicable.

PREVENTATIVE MAINTENANCE PROCEDURES FOR BIKES

- ✓ Inspect frame covers for cracks, missing parts, and wear.
- ✓ Inspect belts and adjust as needed.
- ✓ Inspect chains and lubricate as needed.
- ✓ Inspect and clean alternator brushes and commutator, as needed.
- ✓ Inspect seat assembly and pads for excessive wear, defects, and tears.
- ✓ Test seat adjustment for proper functioning and lubricate as needed.
- ✓ Inspect display for proper functioning, excessive wear, and defects.
- ✓ Inspect pedals for proper functioning, excessive wear, and defects.
- ✓ Inspect crank assembly for tension, bearing play, and defects. Adjust as needed.
- ✓ Test bike for proper resistance levels.
- ✓ Inspect for missing wheels and levelers.
- ✓ R&R covers and vacuum, in and around unit.
- ✓ Wipe down machine.
- ✓ Test machine for proper overall functioning.
- ✓ Check ground on power cord where applicable.

PREVENTATIVE MAINTENANCE PROCEDURES FOR ELLIPTICALS/CROSSTRAINERS

- ✓ Inspect ramps for excessive wear and scars.
- ✓ Inspect wheels for bearing failure and proper spinning movement.
- ✓ Inspect pedal arm for proper movement.
- ✓ Inspect pedal arm to pivot arm connection for worn bushings and loose bolts.
- ✓ Inspect crank arm to pivot arm for worn shafts and bushings.
- ✓ Inspect crank arm to flywheel for worn shafts and bushings.
- ✓ Inspect covers for mounting bolts and cracks.
- ✓ Inspect upper arms for loose mounting.
- ✓ Inspect display for proper function and cracked or defective faceplates.
- ✓ Lubricate pivot points and bearings as needed.
- ✓ R&R covers and vacuum, in and around unit.
- ✓ Wipe down machine.
- ✓ Test machine for proper overall functioning.
- ✓ Record all problems and defects observed.
- ✓ Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.
- ✓ Check ground on power cord where applicable.

RESISTANCE MACHINES AND BENCHES

- ✓ Inspect pads and upholstery for excessive wear and defects.
- ✓ Inspect frame welds.
- ✓ Inspect and lubricate guide rods for smooth operation.
- ✓ Inspect snap-hooks, weight stack selector pins, pull pins, swivels, and links for excessive wear and defects.
- ✓ Inspect cables and/or belts for excessive wear and defects.
- ✓ Inspect cable ends, if applicable, for excessive wear and defects.
- ✓ Inspect belt brackets, if applicable, and tighten, if necessary.
- ✓ Test tension and alignment of cables and/or belts and adjust, if necessary,
- ✓ Inspect frame hardware for defects and tighten, if necessary.
- ✓ Lubricate bushings.
- ✓ Wipe down machine.

PM PROCEDURES FOR ROWER

- ✓ Inspect seat rail for excessive wear and scars.
- ✓ Inspect seat roller wheels for bearing failure and proper spinning movement.
- ✓ Inspect clean seat rail.
- ✓ Lubricate handle pull chain.
- ✓ Inspect elastic shock return cord.
- ✓ Inspect flywheel for worn shaft and bearings.
- ✓ Inspect fan cage for mounting bolts and cracks.
- ✓ Inspect display for proper function and cracked or defective faceplates.
- ✓ Vacuum and clean unit.
- ✓ Wipe down machine.
- ✓ Test machine for proper overall functioning.
- ✓ OR Per Manufactures Recommendations.
Clean exterior of unit

Spin Bikes

- ✓ Inspect pedals for proper functioning, excessive wear, and defects.
- ✓ Check and tighten bolts.
- ✓ Lubricate adjustment handle threads
- ✓ Check the four bolts attaching the bottom slide are tight,
- ✓ Check for play in the bottom slide and slide mount(M3* only)
- ✓ Wipe down machine

TV Systems and components used on Fitness Units

- ✓ Inspect sound quality
- ✓ Verify channel or channels are working correctly
- ✓ Inspect headphone jack unit