

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

NOTICE OF CONTRACT RENEWAL

TO: MARYLAND FIRE EQUIPMENT CORP	ORIGINAL DATE ISSUED:	AUGUST 28, 2019
12284 WILKINS AVENUE	CONTRACT NO:	17-003-ITB-LW
ROCKVILLE, MD 20852	CONTRACT TITLE:	ADVANCED CLEANING, INSPECTIONS, REPAIR & ALTERATIONS SERVICES FOR PPE, GARMENTS, SUPPLIES, RELATED EQUIPMENT

THIS IS A NOTICE OF RENEWAL 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. 17-003-ITB-LW including any attachments or amendments thereto.

EFFECTIVE DATE: SEPTEMBER 9, 2020

EXPIRES: SEPTEMBER 2, 2021

RENEWALS: FOUR (4) YEAR RENEWAL OPTIONS THROUGH SEPTEMBER 2, 2025

COMMODITY CODE(S): 34000

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SCOTT COLVIN **VENDOR TEL. NO.:** (301) 881-2713

EMAIL ADDRESS: SCOLVIN@MARYLANDFIRE.COM

COUNTY CONTACT: JOHNETTE S. HILL **COUNTY TEL. NO.:** (703) 228-4659

COUNTY CONTACT EMAIL: JHILL@ARLINGTONVA.US

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PRINT: Francine Morris

SIGNATURE: Francine Morris

TITLE: Procurement Officer

DATE: 09/9/2020

PRINT: R. Scott Colvin

SIGNATURE: R. Scott Colvin, V.P.

TITLE: Vice President

DATE: 9/9/2020

ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 17-003-ITB-LW
AMENDMENT NUMBER 2

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 17-003-ITB-LW ("Main Agreement") dated September 22, 2016 between Maryland Fire Equipment Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

The County and the Contractor amend Number 1 the Contract Amount and Contract Pricing called for under the Main Agreement as follows:

The contract term is hereby renewed until September 1, 2021.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MARYLAND FIRE EQUIPMENT

AUTHORIZED: Francine Morris

AUTHORIZED: 

SIGNATURE: Francine Morris

SIGNATURE: R. Scott Colvin

NAME: Francine Morris

NAME: R. Scott Colvin

TITLE: Procurement Officer

TITLE: Vice President

DATE: 8/17/2020

DATE: 8/11/2020

Arlington County Contract #17-003-ITB-LW

Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-1-A	Advanced Inspection and Cleaning, Coat, Structural Firefighting	Each	\$23.00	\$23.23
11-1-B	Advanced Inspection excluding garments complete liner inspection, Coat, Structural Firefighting	Each	\$23.00	\$23.23
11-1-C	Advanced Inspection including complete liner inspection, Coat, Structural Firefighting	Each	\$24.90	\$25.15
11-2-A	Advanced Inspection and Cleaning, Pants, Structural Firefighting	Each	\$23.00	\$23.23
11-2-B	Advanced Inspection excluding garments complete liner inspection, Pants, Structural Firefighting	Each	\$23.00	\$23.23
11-2-C	Advanced Inspection including complete liner inspection, Pants, Structural Firefighting	Each	\$24.90	\$25.15
11-3-A	Advanced Inspection and Cleaning, Gloves, Structural Firefighting	Pair	\$4.00	\$4.04
11-3-B	Advanced Inspection excluding garments complete liner inspection, Gloves, Structural Firefighting	Pair	\$0.00	\$0.00
11-4-A	Advanced Inspection and Cleaning, Hood, Structural Firefighting	Each	\$4.50	\$4.55
11-4-B	Advanced Inspection excluding garments complete liner inspection, Hood, Structural Firefighting	Each	\$0.00	\$0.00
11-5-A	Advanced Inspection and Cleaning, Helmet, Structural Firefighting	Each	\$19.00	\$19.19
11-5-B	Advanced Inspection excluding garments complete liner inspection, Helmet, Structural Firefighting	Each	\$0.00	\$0.00
11-6-A	Advanced Inspection and Cleaning, Leather Boots, Structural Firefighting	Pair	\$19.00	\$19.19
11-6-B	Advanced Inspection excluding garments complete liner inspection, Leather Boots, Structural Firefighting	Pair	\$0.00	\$0.00
11-7-A	Advanced Inspection and Cleaning, Suspenders, Structural Firefighting	Each	\$3.00	\$3.03
11-8-A	Advanced Inspection and Cleaning, PPE Bag, holds one structural PPE set	Each	\$3.00	\$3.03
11-9-A	Advanced Inspection and Cleaning, Coat, Technical Rescue	Each	\$13.00	\$13.13
11-10-A	Advanced Inspection and Cleaning, Pant, Technical Rescue	Each	\$13.00	\$13.13
11-11-A	Advanced Inspection and Cleaning, Helmet, Technical Rescue	Each	\$19.00	\$19.19

Arlington County Contract #17-003-ITB-LW

Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-12-A	Advanced Inspection and Cleaning, Leather Boots, Technical Rescue	Pair	\$19.00	\$19.19
11-13-A	Advanced Inspection and Cleaning, PPE Bag, holds one Technical Rescue PPE set	Each	\$3.00	\$3.03
11-14-A	Advanced Inspection and Cleaning, Coat, EMS	Each	\$13.00	\$13.13
11-15-A	Advanced Inspection and Cleaning, Pant, EMS	Each	\$13.00	\$13.13
11-16-A	Advanced Inspection and Cleaning, Helmet, EMS	Each	\$19.00	\$19.19
11-17-A	Advanced Inspection and Cleaning, Leather Boots, EMS	Pair	\$19.00	\$19.19
11-18-A	Advanced Inspection and Cleaning, PPE Bag, Holds one EMS PPE Set	Each	\$3.00	\$3.03
11-19-A	Decontamination additional charge per coat	Each	\$30.00	\$30.30
11-19-B	Disinfection additional charge per coat	Each	\$30.00	\$30.30
11-20-A	Decontamination additional charge per pant	Each	\$30.00	\$30.30
11-20-B	Disinfection additional charge per pant	Each	\$30.00	\$30.30
11-21-A	Decontamination additional charge per helmet	Each	\$7.00	\$7.07
11-21-B	Disinfection additional charge per helmet	Each	\$7.00	\$7.07
11-22-A	Decontamination additional charge per boots	Pair	\$7.00	\$7.07
11-22-B	Disinfection additional charge per boots	Pair	\$7.00	\$7.07
11-23-A	Decontamination additional charge per gloves	Pair	\$7.00	\$7.07
11-23-B	Disinfection additional charge per gloves	Pair	\$7.00	\$7.07
11-24-A	Decontamination additional charge perhood	N/A	\$7.00	\$7.07
11-24-B	Disinfection additional charge per hood	Each	\$7.00	\$7.07
11-25-B	Collar replacement with Nomex material	Each	\$7.00	\$7.07
11-25-C	Collar replacement with PBI/Matrix material	Each	\$7.00	\$7.07
11-25-F	Hand wrist guard replacement, Nomex	Each	\$37.00	\$37.37
11-25-G	Hand wrist guard replacement, Kevlar	Each	\$37.00	\$37.37
11-25-H	Hand wrist guard replacement, PBI	Each	\$37.00	\$37.37
11-25-01	Sleeve water wells replace	Each	\$31.00	\$31.31
11-25-J	Suede leather pocket liner replace	Pocket	\$20.00	\$20.20
11-25-K	Dragonhide™ pocket liner replace	Pocket	\$20.00	\$20.20
11-25-L	Nomex Fleece pocket liner replace	Pocket	\$20.00	\$20.20

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Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-25-M	Suede leather shoulder replace	Shoulder	\$16.00	\$16.16
11-25-N	Dragonhide™ shoulder replace	Shoulder	\$16.00	\$16.16
11-25-00	PBI shoulder replace	Shoulder	\$16.00	\$16.16
11-25-P	Nomex shoulder replace	Shoulder	\$16.00	\$16.16
11-25-Q	PBI / Matrix shoulder replace	Shoulder	\$16.00	\$16.16
11-25-S	Shorten Sleeves	Sleeve	\$23.00	\$23.23
11-25-U	Extend Sleeves Nomex material (up to 3 inches)	per Inch per sleeve	\$20.00	\$20.20
11-25-V	Extend Sleeves PBI/Matrix material (up to 3 inches)	per Inch per sleeve	\$20.00	\$20.20
11-25-X	Suede leather sleeve cuff replace	per cuff	\$17.00	\$17.17
11-25-Y	Dragonhide™ sleeve cuff replace	per cuff	\$17.00	\$17.17
11-25-Z	Millenia or Nomex sleeve cuff replace	per cuff	\$17.00	\$17.17
11-25-AA	Suede leather elbow replace	per arm	\$30.00	\$30.30
11-25-AB	Dragonhide™ elbow replace	per arm	\$30.00	\$30.30
11-25-AD	Nomex elbow replace	per arm	\$30.00	\$30.30
11-25-AE	PBI/Matrix elbow replace	per arm	\$30.00	\$30.30
11-25-AF	Millenia elbow replace	Each	\$30.00	\$30.30
11-25-AG	Velcro Storm flap replace with Nomex material	Each	\$27.00	\$27.27
11-25-AH	Velcro Storm flap replace with PBI/Matrix material	Each	\$27.00	\$27.27
11-25-AI	Velcro Storm flap replace with Millenia material	Each	\$27.00	\$27.27
11-25-AJ	Hook and Dee ring replace, front closure	Each	\$9.00	\$9.09
11-25-AL	Zipper replace, front closure	Each	\$60.00	\$60.60
11-25-AM	Shorten overall length (up to 3 inches)	Each	\$80.00	\$80.80
11-25-AO	Extend overall length with Nomex material (up to 5 inches)	Per Inch	\$30.00	\$30.30
11-25-AP	Extend overall length with PBI/MATRIX material (up to 5 inches)	Per Inch	\$30.00	\$30.30
11-25-AQ	Extend overall length with Millenia material (up to 5 inches)	Per Inch	\$30.00	\$30.30
11-25-AR	Snap Fastener replace	Each	\$2.00	\$2.02
11-25-AS	Minor re-stitch/repair	Each	\$11.40	\$11.51
11-25-AU	Install Universal Clip, Nomex Material	Each	\$12.00	\$12.12
11-25-AV	Install Universal Clip, PBI/Kevlar Material	Each	\$12.00	\$12.12
11-25-AW	Install Universal Clip, Millenia Material	Each	\$12.00	\$12.12
11-25-AY	Install Radio Pocket, Nomex Material	Each	\$49.00	\$49.49
11-25-AZ	Install Radio Pocket, PBI/Matrix Material	Each	\$49.00	\$49.49
11-25-AAA	Install Radio Pocket, Millenia Material	Each	\$49.00	\$49.49

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Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-25-AAC	Install Microphone Strap, Nomex material	Each	\$12.00	\$12.12
11-25-AAD	Install Microphone Strap, PBI/Matrix material	Each	\$12.00	\$12.12
11-25-AAF	Install Microphone Strap, Millenia material	Each	\$12.00	\$12.12
11-25-AAG	Install Flashlight Holder, Nomex material	Each	\$36.50	\$36.87
11-25-AAH	Install Flashlight Holder, PBI/Matrix material	Each	\$36.50	\$36.87
11-25-AAI	Install Flashlight Holder, Millenia material	Each	\$36.50	\$36.87
11-25-AAJ	Replace Drag Rescue Device DRD Harness	Each	\$49.00	\$49.49
11-25-AAK	Replace Drag Rescue Device DRD flap with PBI/Matrix/Nomex Material	Each	\$60.00	\$60.60
11-26-A	Suede Leather Knee Patch replace	Per Knee	\$27.00	\$27.27
11-26-B	Dragonhide™ knee patch replace	Per Knee	\$27.00	\$27.27
11-26-d	Nomex Knee patch replace	Per Knee	\$27.00	\$27.27
11-26-E	PBI/Matrix knee patch replace	Per Knee	\$27.00	\$27.27
11-26-F	Millenia knee patch replace	Per Knee	\$27.00	\$27.27
11-26-G	Suede leather leg cuff replace	per cuff	\$20.00	\$20.20
11-26-H	Dragonhide™ leg cuff replace	per cuff	\$20.00	\$20.20
11-26-J	Nomex leg cuff replace	per cuff	\$20.00	\$20.20
11-26-K	PBI/Matrix leff cuff replace	per cuff	\$20.00	\$20.20
11-26-L	Millenia leg cuff replace	per cuff	\$20.00	\$20.20
11-26-M	Neoprene coated aramid batt/aramid batt padding under knee replace	Per Knee	\$9.00	\$9.09
11-26-O	Lengthen legs with Nomex material (up to 5 inches)	Per inch	\$37.00	\$37.37
11-26-P	Lengthen legs with PBI/Matrix material (up to 5 inches)	Per inch	\$37.00	\$37.37
11-26-q	Lengthen legs with Millenia material (up to 5 inches)	Per inch	\$37.00	\$37.37
11-26-S	Shorten Legs with Nomex material (up to 5 inches)	Per inch	\$23.00	\$23.23
11-26-T	Shorten Legs with PBI/Matrix material (up to 5 inches)	Per inch	\$23.00	\$23.23
11-26-U	Shorten Legs with Millenia material (up to 5 inches)	Per inch	\$23.00	\$23.23
11-26-V	Zipper fly (pants) replace (both including liner up to 5 inches)	Per inch	\$12.00	\$12.12
11-26-Y	Retrofit pants with Expansion Pocket Nomex material with suede leather interior fully lined	Per pocket	\$44.00	\$44.44
11-26-Z	Retrofit pants with Expansion Pocket Nomex material with Dragonhide™ leather interior fully lined	Per pocket	\$44.00	\$44.44

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Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-26-AA	Retrofit pants with Expansion Pocket PBI/Matrix material with suede leather interior fully lined	Per pocket	\$44.00	\$44.44
11-26-AB	Retrofit pants with Expansion Pocket PBI/Matrix material with Dragonhide™ leather interior fully lined	Per pocket	\$44.00	\$44.44
11-26-AC	Retrofit pants pocket with Kevlar twill interior fully lined	Per pocket	\$44.00	\$44.44
11-26-AD	Replace/add Silizone pad	Each	\$14.00	\$14.14
11-26-AE	Replace leg zipper	per leg	\$12.00	\$12.12
11-26-AF	Rivets and Caps replace	Each	\$1.00	\$1.01
11-26-AG	Suspender grommets replace	Each	\$4.00	\$4.04
11-26-AI	Minor re-stitch/repair	Each	\$11.40	\$11.51
11-26-AJ	Hook and Dee ring replace, front closure	Each	\$9.00	\$9.09
11-26-AK	Waist take up strap replace	Each	\$4.00	\$4.04
11-26-AL	Hook and Loop fly replace	Each	\$16.00	\$16.16
11-26-AM	Snap Fastener replace	Each	\$3.00	\$3.03
11-27-A	Replace snap tabs	Each	\$3.00	\$3.03
11-27-B	Install snaps	Each	\$3.00	\$3.03
11-27-C	Replace binding	Each	\$10.00	\$10.10
11-27-D	Thermal Liner patch 5 inch square	Each	\$16.00	\$16.16
11-27-F	Thermal Liner patch 10 inch square	Each	\$22.00	\$22.22
11-27-H	Thermal Liner patch 20 inch square	Each	\$27.00	\$27.27
11-27-J	Thermal Liner patch 25 inch square	Each	\$27.00	\$27.27
11-28-T	Replace all trim Triple trim	Each	\$94.00	\$94.94
11-28-U	Replace 14 inches of trim solid trim	Each	\$25.00	\$25.25
11-28-V	Replace 14 inches of trim triple trim	Each	\$25.00	\$25.25
11-28-W	Replace 20 inches of trim solid trim	Each	\$27.00	\$27.27
11-28-X	Replace 20 inches of trim triple trim	Each	\$27.00	\$27.27
11-28-y	Replace 30 inches of trim solid trim	Each	\$32.00	\$32.32
11-28-Z	Replace 30 inches of trim triple trim	Each	\$32.00	\$32.32
11-28-AA	Replace 40 inches of trim solid trim	Each	\$42.00	\$42.42
11-28-AB	Replace 40 inches of trim triple trim	Each	\$42.00	\$42.42
11-28-AC	Replace 50 inches of trim solid trim	Each	\$50.00	\$50.50
11-28-AD	Replace 50 inches of trim triple trim	Each	\$50.00	\$50.50
11-28-AE	Replace 60 inches of trim solid trim	Each	\$55.00	\$55.55
11-28-AF	Replace 60 inches of trim triple trim	Each	\$55.00	\$55.55
11-28-AG	Replace 80 inches of trim solid trim	Each	\$59.00	\$59.59
11-28-AH	Replace 80 inches of trim triple trim	Each	\$59.00	\$59.59
11-28-AI	Replaae 100 inehes of trim, Solid, lime/yellow or red/orange	Each	\$67.00	\$67.67
11-28-AJ	Replaae 100 inehes of trim, Triple Trim, lime/yellow or red/orange	Each	\$67.00	\$67.67
11-28-AK	Replace 120 inehes of trim, Solid, lime/yellow or red/orange	Each	\$70.00	\$70.70

Arlington County Contract #17-003-ITB-LW

Item #	Item Description	UOM	2018/2019 Price	2019/2020 Price
11-28-AL	Replae 120 inches of trim, Triple Trim, lime/yellow or red/orange	Each	\$70.00	\$70.70
11-28-AM	Replae 140 fnehes of trim, Solid, lime/yellow or red/orange	Each	\$78.00	\$78.78
11-28-AN	Replace 140 inches of trim, , Triple Trim, lime/yellow or red/orange	Each	\$78.00	\$78.78
11-28-AO	Replace Lettering Patch on 29", 32", 35", 40" coat (patch east only, letter eastas above)	Each	\$18.00	\$18.18
11-28-AP	Retrofit coat with Lettering Patch on 29", 32", 35", 40" coat (patch east only, letter eastas above)	Each	\$18.00	\$18.18
11-28-AQ	Replace trim, solid lime/yellow or red/orange on DRD flap	Each	\$17.00	\$17.17
11-29-A	Patch and reseal, puncture/tear/burn, 2" square, Crossteeh 2-layer	Each	\$20.00	\$20.20
11-29-B	Patch and reseal, puncture/tear/burn, 2" square, Crosstech 3-layer	Each	\$26.00	\$26.26
11-29-C	Patch and reseal, punecture/tear/burn, S" square, Crossteeh 2-layer	Each	\$20.00	\$20.20
11-29-D	Patch and reseal, puncture/tear/burn, S" square, Crossteeh 3-lay er	Each	\$26.00	\$26.26
11-29-E	Patch and reseal, puncture/tear/burn, 10" square, Crosstech 2-layer	Each	\$24.00	\$24.24
11-29-F	Patch and reseal, puncture/tear/burn, 10" square, Crosstech 3-layer	Each	\$30.00	\$30.30
11-29-G	Patch and reseal, puncture/tear/burn, 20" square, Crosstech 2-layer	Each	\$30.00	\$30.30
11-29-H	Patch and reseal, puncture/tear/burn, 20" square, Crosstech 3-layer	Each	\$32.00	\$32.32
11-29-I	Reseal 2", Crosstech 2-layer	Each	\$11.00	\$11.11
11-29-J	Reseal 2", Crosstech 3-layer	Each	\$11.00	\$11.11
11-29-K	Reseal 10 ¹¹ Crosstech 2-layer	Each	\$17.00	\$17.17
11-29-L	Reseal 10", Crosstech 3-layer	Each	\$17.00	\$17.17
11-29-M	Reseal 20 ¹¹ Crosstech 2-layer 1	Each	\$26.00	\$26.26
11-29-N	Reseal 20", Crosstech 3-layer	Each	\$26.00	\$26.26
11-29-00	Reseal 30", Crosstech 2-layer	Each	\$30.00	\$30.30
11-29-P	Reseal 30 ¹¹ , Crosstech 3-layer	Each	\$30.00	\$30.30

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

INVITATION TO BID NO. 17-003-ITB-LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA, 22201, UNTIL 2:30 P.M. ON THE 9TH DAY OF AUGUST 2016 FOR:

PROVISION OF ADVANCED CLEANING, INSPECTIONS, REPAIR, AND ALTERATION SERVICES FOR THE FIRE DEPARTMENT'S PERSONAL PROTECTIVE EQUIPMENT.

PRE-BID CONFERENCE

A pre-bid conference will be held at 10 a.m. on July 26, 2016 at Arlington Fire Logistics, 1740 South Hayes St, Arlington, VA 22202. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are urged to attend.

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

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

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

Arlington County, Virginia
Office of the Purchasing Agent

Shawn Brooks, CPPB
Procurement Officer
sbrooks@arlingtonva.us

17-003-ITB-LW

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Anticipated Timeline Overview

Listed below are the tentative timeframes for events related to the ITB and the County's due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the County. The County reserves the right to modify any timeframe or deadline in the ITB. In the event that the County finds it necessary to change any timeframe or deadline listed below or in the ITB, it will do so by issuing an addendum to the ITB.

EVENTS	DATES
ITB Issuance	July 7, 2016
Pre-Bid Conference	July 26, 2016, 10 a.m., Local Prevailing Time
Deadline for Vendors to submit Vendor Clarification Questions	August 3, 2016 at 5 p.m., Local Prevailing Time
Bid Due Date	August 9, 2016 at 2:30 p.m., Local Prevailing Time
Bid Award Date	TBA

I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to **SHAWN BROOKS** in the Office of the Purchasing Agent, at sbrooks@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 17-003-ITB-LW Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER AUGUST 3, 2016 AT 5:00 PM. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A WILL BE ADDRESSED IN ADDENDUM B, IF NEEDED.

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

2. COMPETITION INTENDED

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

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

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

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its

sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

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

5. EXCEPTIONS

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

6. NONCONFORMING TERMS AND CONDITIONS

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

7. ERRORS IN EXTENSION

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

8. USE OF BRAND NAMES

Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. Any article which the County in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and/or suitability for the intended use, may be accepted and considered for award. It is the bidder's sole responsibility to only use substitutes that meet the above criteria.

9. DISCOUNTS

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

10. EXPENSES INCURRED IN PREPARING BID

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

11. BIDDER INVESTIGATIONS

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

12. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

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

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

13. QUALIFICATION OF BIDDERS/REFERENCES

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

14. DEBARMENT STATUS

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

15. ALTERNATE BID

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

16. NEW MATERIAL

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to Arlington County under this solicitation and any resulting contract are new, not used or reconditioned, and are not of such age or deterioration as to impair their usefulness or safety, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in Arlington County's interest, the bidder shall notify the Purchasing Agent in writing no later than ten (10) business days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to Arlington County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

17. INFORMALITIES

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

18. ARLINGTON COUNTY BUSINESS LICENSES

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

19. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide

documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

20. BID WITHDRAWAL PRIOR TO BID OPENING

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

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

22. PARKING

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

23. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other

contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

24. TRADE SECRETS OR PROPRIETARY INFORMATION

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

25. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

26. METHOD OF AWARD

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

Lowest bidder will be determined by: A predetermined, sealed formula based on hourly rates multiplied by estimated annual hourly totals. This formula will be unsealed at the bid opening, and become a public record at that time.

27. LIVING WAGE CONTRACT

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

28. CONDITIONS OF THE RIDER CLAUSE

The successful bidder will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments (“COG”) and the Northern Virginia Cooperative Purchasing Council as set forth in the extension checklist contained in

the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

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

29. NOTICE OF DECISION TO AWARD

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

II. SCOPE OF SERVICES

SCOPE OF WORK:

The Contractor shall provide Advanced Cleaning, Inspections, Cleaning, Repair and Alteration Services of Personal Protective Equipment (PPE) ensemble components (coats, trousers, helmets, boots, hoods, suspenders, bags).

The Contractor shall strictly adhere to the requirements of the National Fire Protection Association (NFPA) in providing the Advanced Inspection, Cleaning and Repair of PPE components.

Time is of the essence and safety is paramount in completing the Advanced Inspection, Cleaning and Repair processes. PPE components must be processed thoroughly, completely and efficiently, so that said components can be returned to its operational status and can afford the high level of protection intended by their respective manufacturer.

BACKGROUND:

The Arlington County Fire Department (ACFD) is dedicated to providing a full range of services to all uniformed career fire and rescue personnel to ensure that the various PPE components are in the safest possible condition. It is the intention of the ACFD to require PPE component processing once every 12 months at a minimum. Additional processing during a given 12 month period is executed at the discretion of ACFD personnel.

Currently, there are approximately 330 Career ACFD personal. At present, the ACFD has 2 Battalions, 10 Fire/Rescue Stations and approximately four (4) administrative (non-station) work sites.

Any future or relocated ACFD work sites will be included in the requirements of a contract resulting from this Solicitation using the same prices listed on the Bid Form.

Bidders should be aware that ACFD personnel have different work schedules. The following information about these shifts are provided for planning purposes:

Schedule A: 24-consecutive hour shifts (Shifts A, B and C): Shift runs 7:00 a.m. – 7:00 a.m.

The majority of ACFD employees work to this shift schedule. These employees are Scheduled to work a 56 hour work week.

Schedule B: 24 Consecutive hours shifts (Shifts A, B, C, and D): Shift runs 7:00 a.m. – 7:00 a.m. employees of the Fire Marshal's office is scheduled for a 42 hour work week.

Schedule C: 40-hour week-Monday through Friday. Five days per week, 8 hour days.

Schedule D: 40-hour week-Monday through Friday. Five days per week, 8 hour days.

CONTRATOR REQUIREMENTS – PPE ADVANCED CLEANING, INSPECTION, AND REPAIR:

The processing of PPE components will be done in accordance with all current requirements in the following standards of the National Fire Protection Association (NFPA).

NFPA #1851 Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

The Contractor shall provide the necessary management and staff personnel to perform Advanced Cleaning, Inspection and Repair, as per the requirements in NFPA #1851 and as detailed in the below “Scope of Services” section of this Solicitation. Further, the Contractor shall complete the requirement for NFPA #1851, Record Keeping and Reporting form.

The Contractor shall be able to document, at a minimum, five (5) years of experience in firefighting PPE component inspection, cleaning, decontamination, disinfection, repair and alteration.

The Contractor’s facility shall operate on a regular and established business schedule (40 to 50 hours), Monday through Friday, 8:00 a.m., to 5:00 p.m., except for County recognized holidays. The Contractor’s staff must be available for consultation with ACFD staff on an as-needed basis. Such consultation may involve providing information relating to PPE component sizing, design, construction and NFPA performance testing, as well as the inspection, cleaning, repair, and/or alteration of PPE components.

County Recognized Holidays are: Labor Day, Veteran’s Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Day after Christmas Day, New Year’s Day, Martin Luther King Jr Day, Independence Day, President’s Day, and Memorial’s Day.

The Contractor shall clean, maintain, calibrate and repair all equipment used in PPE processing, in accordance with the equipment manufacturer’s recommendations. The Contractor shall maintain all required and current certification and maintenance records on file and shall make available to ACFD personnel upon request.

The Contractor shall be certified to perform Advanced Inspection, Cleaning and Repair processes, per requirements in the current edition of NFPA #1851.

The Contractor shall be responsible for supplying all equipment and PPE component supplies required for inspection, cleaning and repair of various components of the PPE ensembles. All materials used in the repair process must be obtained from the original manufacturer of the component and will be identical in every respect.

The Contractor shall complete all Advanced Inspection, Cleaning, and Repair processes for the following PPE ensembles:

STRUCTURAL FIREFIGHTING	TECHNICAL RESCUE	EMS	FACE PIECE
Coat	Coat	Coat	SCBA Bag
Trouser	Trouser	Trouser	
Helmet	Helmet	Coveralls	
Boots (Leather)	Boots (Leather)		
Hood	Coveralls		
Gloves			
Suspenders			

The Contractor shall operate at least one (1) facility to handle all current NFPA #1851 requirements associated with PPE component inspection, cleaning repair, alteration, drying, record-keeping and return packaging/shipping. The PPE equipment must be maintained at all times in this single location and available for pick up if required by the ACFD.

Contractor's Location

The Contractor's facility must be geographically located within 150 miles of the ACFD Warehouse, Logistics Section, 1740 South Hayes Street, Arlington, VA 22202. The successful bidder must obtain this facility within 90 days of the award of this Contract. This requirement is made for efficient and timely processing of PPE components, and for the convenience of ACFD personnel who may elect to deliver and/or retrieve their PPE Equipment. The Contractor shall submit a print-out from Google Maps or similar navigation tool that displays the total distance, time, and driving route from Contractor's brick and mortar facility in which this Work will be completed to: ACFD Warehouse, Logistics Section, 1740 South Hayes Street, Arlington, VA 22202.

Emergency contact and Response

The Contractor shall have one (1), twenty-four (24) hour, emergency response contact number and shall respond to emergency events after regular business hours, Monday – Friday, 8 p.m. to 5 p.m. This contact number and related procedure, if any, is to be submitted with the bid. The county may also require this written emergency procedure within five (5) calendar days of an emergency event.

The Contractor shall respond to a notification of an incident to ACFD within four (4) hours. Further, the Contractor must be present at the scene of an incident within 4 to 6 hours after the notification of the emergency event. The Contractor shall be prepared to assist on-scene personnel with tagging, bagging, and transporting the PPE components needing inspection, cleaning, decontamination, disinfection, and/or repair.

Events Requiring Emergency Response

The Contractor, when requested by the ACFD, shall respond to an incident scene with a cache of plastic bags, bag ties, tags, and a transport vehicle as requested 24 hours a day, seven (7) days a week. It is anticipated that such incidents will generate a large amount of PPE components needing immediate processing, in part to expedite the return of these components back into service. These incident types include, but are not limited to, the following and occur approximately 2 times per year:

- Hazardous Materials
- Mass Casualty
- Terrorists Acts

Required Pick up and Return Delivery Schedule

Contractor shall pick up PPE components from each ACFD worksite twice a week, except for holidays and on days of inclement weather (any day when Arlington County, VA, Public Schools/Government are closed or any day when liberal leave is declared for Arlington County, VA, Government Employees). If a scheduled pickup or delivery day falls on a holiday or a day of inclement weather, then the Contractor

shall pick up or deliver the PPE components on the following business day. ACFD Personnel may exercise the option of delivering or picking up PPE components from the Contractor’s facility upon their request.

Pick Up and Delivery	
PPE Inspection, Cleaning, and Repair. ACFD shall be responsible for providing the Contractor with a calendar with employee hours and personnel roster.	
Tuesdays	Fire Logistics & the Training Academy (per request) from 7:00 a.m. to 2:00 p.m.
Fridays	Training Academy (per request during recruit schools) from 7:00 a.m. to 4:00 p.m.

Time and Delivery Requirements:

Pick up and return delivery will be made inside the ACFD worksites, as per the above Required Pick Up and Return Delivery Schedule section.

The PPE components are required to be processed and returned within seven (7) days of the pick up, excluding holidays. Return-delivery process is defined as returned to the fire/rescue station or worksite which is designated on the attached PPE component processing tag.

The bid price shall include all costs associated with PPE components before processing, after processing, and packaging and labeling after processing. Packaging shall ensure that the PPE components are clean and protected during the return-delivery process.

All PPE components shall be individually bagged and tagged by ACFD personnel. The Contractor shall supply multiple copy processing tags to be maintained at each ACFD station or worksite. These tags shall be attached to each PPE component by ACFD personnel for purposes of organization. These tags shall enable personnel to enter the following information: the individual’s name, rank, station/worksite, shift, PPE, component type, and size. The Contractor shall return each PPE component individually in a secured plastic bag with a processing tag separated by individual.

The ACFD is responsible for providing the contractor with a shift yearly calendar and personal roster to assist with tracking personnel

Material Data Safety Sheets:

The contractor shall submit a list of chemicals being used under this Contract, and a Material Safety Data Sheet (MSDS) for each product used in the cleaning, decontamination, and/or disinfection of PPE components. The MSDS shall contain information such as chemical composition and characteristics and the health and safety hazards and precautions for safe handling and use.

All products provided or used in the performance of the requirement of this Contract will be properly labeled in accordance with the Occupational Safety and Health Administration (OSHA) Chemical Hazard Communication; OSHA 3084, 1983.

The Contractor shall use IDO Disinfectant solution manufactured by Winsol Laboratories located in Seattle, Washington.

Data Entry and Record Keeping Services:

The Contractor shall provide a Processing Report by Serial Number.

The Contractor shall provide a copy of a Processing Report (via Excel worksheet) which shows the processing of all PPE components by a serial number to the ACFD. This report shall include the following information for each PPE component:

- Tag and Invoice Number
- Jurisdiction/Department Name (i.e., ACFD)
- Individual's Name, Station or Worksite Location
- Shift Assignment
- Serial Number
- Date PPE component was received at processing facility
- Date PPE component processing was complete
- Date PPE component was delivered back to ACFD station or worksite
- Detail of all processing performed on PPE component.

Processing:

The Contractor shall repair all PPE components to the respective manufacturer's original specifications. All materials, components, and accessories used in the repair process must be obtained from the original manufacturer or the material, component of accessory required.

The Contractor shall utilize textile safe cleaning solutions and practices, and will supply information on the solutions and the respective MSDS.

The Contractor shall perform a cursory review before proceeding to full Advanced Cleaning, Inspection and Repair of all PPE components.

Minimum Requirements for Processing

The Contractor shall notify the ACFD Fire Logistics Program Manager (Captain II), or other designated contact, when it is not cost effective to clean and repair a particular PPE component(s), and shall make a recommendation of condemning and replacing said component(s). The County defines "not being cost effective" when the cost for the complete PPE component processing equals or exceeds approximately 60% of the purchase price for the PPE component.

The following are minimum requirements the Contractor shall:

- Provide decontamination services for protective clothing and accessories that have been directly exposed to hazardous materials (i.e. insecticides, pesticides, asbestos, acids and other hazardous chemicals). These services shall involve the use of appropriate pre-wash soaking solution, stain removers and /or extended pre-wash soaking times.

- Provide a broad spectrum of disinfection services for PPE components that have been exposed, or are suspected of being exposed, to human body fluids or known blood borne pathogens. After disinfecting, the PPE components will then be processed through the advanced cleaning process. The use of a specific disinfectant is required: 100 disinfectant, Winsol Laboratories, Seattle, Washington.
- Provide cleaning for PPE components soiled during the normal course of firefighting and rescue activities (i.e. soot, dirt, smoke, perspiration, tar, oil, fuel oils, grease, resins, animal fats and paint).
- Not use chlorine, caustic detergents, solvents, or any other chlorinated solvent which would damage or degrade the fire retardant fibers, liner materials retroreflective, trimmed ware or reinforcement materials.
- Not use temperatures in excess of 105° Fahrenheit.
- Separate all coat and trouser outer shells from their respective thermal liners and Moisture barriers before cleaning. The Contractor shall clean coat and trouser outer shells, and will reverse the garments prior to cleaning so as to protect hardware and fabric.
- Pre-soak PPE components, as indicated and appropriate, for up to 24 hours to enhance the release of hydrocarbons, chemicals and toxins. The Contractor shall hand treat stains using an appropriate stain remover and soft bristle brushes.
- Use industrial, front loading washer/extractors for the cleaning of coats, trousers, hoods, coveralls and gloves.
- Wash coat and trouser outer shells for at least 30 minutes with four (4) rinses and extractions. The Contractor shall wash thermal liners – moisture barriers for at least five (5) minutes with two (2) rinses and extractions.
- Hang dry all PPE components in a clean drying room and will not use high heat or tumble drying systems. Forced ventilation across hanging PPE components is acceptable. The contractor shall not dry PPE components in direct sunlight in an effort to expedite the drying time.
- Dry all coat and trouser outer shells separately from their respective thermal liners – moisture barriers, and will correctly reassemble only after pieces are completely dry.
- Re-apply water repellent finishes to appropriate PPE components following cleaning, disinfecting, or decontamination.
- Individually package in clear plastic bags and tagged with the employees or member's full name and station/worksite assignment, following the completion of processing, each PPE component.

- Be responsible for properly disposing of all contaminants removed from the PPE components in accordance with all Local, State and Federal regulations.
- Be responsible for properly disposing of any PPE component condemned due to gross and/or dangerous contamination.
- Be Third-Party Verified, as required by the current edition of NFPA #1851. Certificate(s) of Verification will be submitted upon request from the County.

Repairs and Alterations

The Contractor shall provide a full range of repair and alteration work for PPE components, including rips, tears, burn holes, reflective trim, leather reinforcement, hardware, thermal liner repairs, moisture barrier repairs, alterations, and any custom work which is necessary and authorized, so as to return the component to the manufacturer’s original specification. The PPE components include helmets, coats, pants, boots, gloves, hoods, suspenders, PPE bags and Self Contained Breathing Apparatus (SCBA) Face Piece bags.

The repairs should include, but are not limited to:

REPAIRS AND ALTERATIONS	
	<u>Requirements</u>
1. Coat & Trouser	Complete outer shell, thermal liner and moisture barrier inspection
	Crosstech® repair
	Waterwell/-lets
	Suede leather, Nomex® fleece and Dragonhide TM pocket liners
	Shorten/lengthen sleeves, legs
	Addition or deletion of radio pocket, flashlight holder, universal clips
	Reflective trim replacement
	Hardware replacement
	Hook and pile closure replacement
	Leather reinforcements
	Thermal liner fabric repairs, including holes, tears, and sectional replacement
	Outer shell fabric repair, including holes, tears and sectional replacement.
	Moisture barrier patching, seam sealing and hydrostatic testing.
	Zippers replacement
	Other repair or replacement work. Required to return garment to the manufacturer’s original specification
2. Boots	Complete boot inspection
	Cuts/holes in leather upper
	Lose stitching in leather upper
	Worn or punctured Sole
	Worn or punctured toe cap
	Torn inner liners
	Torn pull straps

REPAIRS AND ALTERATIONS	
	Other repair or replacements as needed to return boots to the manufacturer's original specifications.
3. Helmet	Complete helmet inspection
	Face shield replacement
	Hardware replacement
	Impact cap replacement
	Shell replacement
	Reflective trim replacement
	Minor shell painting/touch-up
	Earlap and chinstrap replacement
	Other repair or replacements as needed to return helmet to the manufacturer's original specifications.
4. Gloves & Hoods	Complete glove and hood inspection
	Seam repair
	Small hole repair
	Wristlet repair
	PPE and SCBA Face Piece Bag
	Complete bag inspection
	Minor seam repair

Testing:

The Contractor shall perform appropriate tests to determine the presence of specific contaminants, and level or degree of contamination, found on or in PPE components, when requested by the ACFD. These tests shall be limited primarily to PPE components exposed to hazardous material type incidents. Such tests are to be provided at no charge to The County.

When requested by the ACFD, the Contractor must be capable of providing Vertical Flame, Thermal Protective Performance, and Trap Tear test results, as found in NFPA #1971, to ensure the PPE components meet certain NFPA performance testing requirements.

II. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 17-003-ITB-LW

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

2. SCOPE OF WORK

The Contractor agrees to provide goods described in the Contract Documents (hereinafter "the Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work for the provision of advanced cleaning, inspections, repair, and alteration services for the fire department's personal protective equipment. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The Work shall commence on the date of the issuance of the Notice of Award, and shall be completed no later than September 1, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than six (6) additional twelve (12) month periods from September 2, 2019 to September 1, 2025 (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

The Contract amount/unit price(s) shall remain firm until September 1, 2017 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to Contract amount/unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in June of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the

purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

10. COUNTY PURCHASE ORDER REQUIREMENT

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

11. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

12. WARRANTY

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

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

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

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

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

14. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

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

15. OSHA REQUIREMENTS

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

16. HAZARDOUS MATERIALS

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

17. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the County to the Contractor under this Contract.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state

law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. FAILURE TO DELIVER

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from

other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses including but not limited to, reasonable attorneys' fees incurred and any settlements or payments

made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

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

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. COPYRIGHT

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

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

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

27. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. DATA SECURITY AND PROTECTION

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement (NDA).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) **Data Protection.** The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own

data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer or designee.
- (e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer or designee, the downloading of County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.
- (f) **Data Protection upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.
- (g) **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.
- (h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan(s).

29. ETHICS IN PUBLIC CONTRACTING

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

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

30. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

31. FORCE MAJEURE

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

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

32. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

33. RELATION TO THE COUNTY

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

34. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

35. 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.

36. ASSIGNMENT

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

37. AMENDMENTS

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

40. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

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

41. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

42. NONEXCLUSIVITY OF REMEDIES

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

43. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

44. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

45. 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.

46. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY AND PROTECTION.

47. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

48. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

49. NOTICES

Unless otherwise provided herein, all legal notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b)

delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

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

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

III. ATTACHMENTS AND FORMS

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

INVITATION TO BID NO. 17-003-ITB-LW

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:30 P.M., ON AUGUST 9, 2016

FOR PROVISION OF INSPECTIONS, CLEANING, REPAIR AND ALTERATION SERVICES FOR THE FIRE DEPARTMENT'S PERSONAL PROTECTIVE EQUIPEMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-1-A	Advanced Inspection and Cleaning, Coat, Structural Firefighting	700 Each		
11-1-B	Advanced Inspection excluding garments complete liner inspection, Coat, Structural Firefighting	700 Each		
11-1-C	Advanced Inspection including complete liner inspection, Coat, Structural Firefighting	700 Each		
11-2-A	Advanced Inspection and Cleaning, Pants, Structural Firefighting	700 Each		
11-2-B	Advanced Inspection excluding garments complete liner inspection, Pants, Structural Firefighting	700 Each		
11-2-C	Advanced Inspection including complete liner inspection, Pants, Structural Firefighting	700 Each		

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-3-A	Advanced Inspection and Cleaning, Gloves, Structural Firefighting	1500 pair		
11-3-B	Advanced Inspection excluding garments complete liner inspection, Gloves, Structural Firefighting	1500 pair		
11-4-A	Advanced Inspection and Cleaning, Hood, Structural Firefighting	1500 Each		
11-4-B	Advanced Inspection excluding garments complete liner inspection, Hood, Structural Firefighting	1500 Each		
11-5-A	Advanced Inspection and Cleaning, Helmet, Structural Firefighting	700 Each		
11-5-B	Advanced Inspection excluding garments complete liner inspection, Helmet, Structural Firefighting	700 Each		
11-6-A	Advanced Inspection and Cleaning, Leather Boots, Structural Firefighting	700 Pair		
11-6-B	Advanced Inspection excluding garments complete liner inspection, Leather Boots, Structural Firefighting	700 Pair		
11-7-A	Advanced Inspection and Cleaning, Suspenders, Structural Firefighting	700 Each		
11-8-A	Advanced Inspection and Cleaning, PPE Bag, holds one structural PPE set	700 Each		
11-9-A	Advanced Inspection and Cleaning, Coat, Technical Rescue	50 Each		
11-10-A	Advanced Inspection and Cleaning, Pant, Technical Rescue	50 Each		
11-11-A	Advanced Inspection and Cleaning, Helmet, Technical Rescue	50 Each		
11-12-A	Advanced Inspection and Cleaning, Leather Boots, Technical Rescue	50 Pair		
11-13-A	Advanced Inspection and Cleaning, PPE Bag, holds one Technical Rescue PPE set	50 Each		

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-14-A	Advanced Inspection and Cleaning, Coat, EMS	10 Each		
11-15-A	Advanced Inspection and Cleaning, Pant, EMS	10 Each		
11-16-A	Advanced Inspection and Cleaning, Helmet, EMS	10 Each		
11-17-A	Advanced Inspection and Cleaning, Leather Boots, EMS	10 Pair		
11-18-A	Advanced Inspection and Cleaning, PPE Bag, Holds one EMS PPE Set	10 Each		
DECONTAMINATION (NFPA #1851):				
Item #	Item Description	Quantity	UOM	Extended Price
11-19-A	Decontamination additional charge per coat	200 Each		
11-19-B	Disinfection additional charge per coat	200 Each		
11-20-A	Decontamination additional charge per pant	200 Each		
11-20-B	Disinfection additional charge per pant	200 Each		
11-21-A	Decontamination additional charge per helmet	100 Each		
11-21-B	Disinfection additional charge per helmet	100 Each		
11-22-A	Decontamination additional charge per boots	100 Pair		
11-22-B	Disinfection additional charge per boots	100 Pair		
11-23-A	Decontamination additional charge per gloves	100 Pair		
11-23-B	Disinfection additional charge per gloves	100 Pair		
11-24-A	Decontamination additional charge per hood	100 Each		
11-24-B	Disinfection additional charge per hood	100 Each		

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
REPAIR, ALTERATION, AND REPLACEMENT (NFPA #1851): COATS				
11-25-A	Collar replacement with PBI material	1	Each	
11-25-B	Collar replacement with Nomex material	1	Each	
11-25-C	Collar replacement with PBI/Matrix material	1	Each	
11-25-E	Collar Replacement with Millennia or Nomex material	1	Each	
11-25-F	Hand wrist guard replacement, Nomex	1	Each	
11-25-G	Hand wrist guard replacement, Kevlar	1	Each	
11-25-H	Hand wrist guard replacement, PBI	1	Each	
11-25-I	Sleeve water wells replace	1	Each	
11-25-J	Suede leather pocket liner replace	1	Pocket	
11-25-K	Dragonhide™ pocket liner replace	1	Pocket	
11-25-L	Nomex Fleece pocket liner replace	1	Pocket	
11-25-M	Suede leather shoulder replace	1	Shoulder	
11-25-N	Dragonhide™ shoulder replace	1	Shoulder	
11-25-O	PBI shoulder replace	1	Shoulder	
11-25-P	Nomex shoulder replace	1	Shoulder	
11-25-Q	PBI / Matrix shoulder replace	1	Shoulder	
11-25-R	Millenia or Nomex shoulder replace	1	Shoulder	
11-25-S	Shorten Sleeves	1	Each	
11-25-T	Extend Sleeves PBI material (up to 3 inches)	1	per inch per sleeve	
11-25-U	Extend Sleeves Nomex material (up to 3 inches)	1	per inch per sleeve	
11-25-V	Extend Sleeves PBI/Matrix material (up to 3 inches)	1	per inch per sleeve	
11-25-W	Extend Sleeves Millenia or Nomex material (up to 3 inches)	1	per inch per sleeve	
11-25-X	Suede leather sleeve cuff replace	1	per cuff	
11-25-Y	Dragonhide™ sleeve cuff replace	1	per cuff	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-25-Z	Millenia or Nomex sleeve cuff replace	1	per cuff	
11-25-AA	Suede leather elbow replace	1	per arm	
11-25-AB	Dragonhide™ elbow replace	1	per arm	
11-25-AC	PBI elbow replace	1	per arm	
11-25-AD	Nomex elbow replace	1	per arm	
11-25-AE	PBI/Matrix elbow replace	1	per arm	
11-25-AF	Millenia or Nomex elbow replace	1	per arm	
11-25-AG	Velcro storm flap replace with PBI material	1	Each	
11-25-AH	Velcro storm flap replace with Nomex material	1	Each	
11-25-AI	Velcro storm flap replace with PBI/Matrix material	1	Each	
11-25-AJ	Velcro storm flap replace with Millenia or Nomex material	1	Each	
11-25-AK	Hook and Dee ring replace, front closure	1	Each	
11-25-AL	Zipper replace, front closure	1	Each	
11-25-AM	Shorten overall length (up to 3 inches)	1	Each	
11-25-AN	Extend overall length with PBI material (up to 5 inches)	1	per inch	
11-25-AO	Extend overall length with Nomex material (up to 5 inches)	1	per inch	
11-25-AP	Extend overall length with PBI/Matrix material (up to 5 inches)	1	per inch	
11-25-AQ	Extend sleeves with Millenia/Nomex material (up to 5 inches)	1	per inch per sleeve	
11-25-AR	Snap Fastener replace	1	Each	
11-25-AS	Minor re-stitch/repair	1	Each	
11-25-AT	Install Universal Clip, PBI material	1	Each	
11-25-AU	Install Universal Clip, Nomex material	1	Each	
11-25-AV	Install Universal Clip, PBI/Matrix material	1	Each	
11-25-AW	Install Universal Clip, Millenia/Nomex material	1	Each	
11-25-AX	Install Radio Pocket, PBI material	1	Each	
11-25-AY	Install Radio Pocket, Nomex material	1	Each	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-25-AZ	Install Radio Pocket, PBI/Matrix material	1	Each	
11-25-AAA	Install Radio Pocket, Millenia/Nomex material	1	Each	
11-25-AAB	Install Microphone Strap, PBI material	1	Each	
11-25-AAC	Install Microphone Strap, Nomex material	1	Each	
11-25-AAD	Install Microphone Strap, PBI/Matrix material	1	Each	
11-25-AAE	Install Microphone Strap, Millenia/Nomex material	1	Each	
11-25-AAF	Install Flashlight Holder, PBI material	1	Each	
11-25-AAG	Install Flashlight Holder, Nomex material	1	Each	
11-25-AAH	Install Flashlight Holder, PBI/Matrix material	1	Each	
11-25-AAI	Install Flashlight Holder, Millenia/Nomex material	1	Each	
11-25-AAJ	Replace Drag Rescue Device (DRD) Harness	1	Each	
11-25-AAK	Replace Drag Rescue Device (DRD) flap with PBI/Matrix material	1	Each	
11-25-AAL	Retrofit Coat with complete DRD system	1	Each	

REPAIR, ALTERATION, AND REPLACEMENT (NFPA #1851): PANTS

Item #	Item Description	Quantity	UOM	Extended Price
11-26-A	Suede Leather knee patch replace	1	per knee	
11-26-B	Dragonhide™ knee patch replace	1	per knee	
11-26-C	PBI knee patch replace	1	per knee	
11-26-D	Nomex knee patch replace	1	per knee	
11-26-E	PBI/Matrix knee patch replace	1	per knee	
11-26-F	Millenia/Nomex knee patch replace	1	per knee	
11-26-G	Suede leather leg cuff replace	1	per cuff	
11-26-H	Dragonhide™ leg cuff replace	1	per cuff	
11-26-I	PBI leg cuff replace	1	per cuff	
11-26-J	Nomex leg cuff replace	1	per cuff	
11-26-K	PBI/Matrix leg cuff replace	1	per cuff	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-26-L	Millenia/Nomex leg cuff replace	1	per cuff	
11-26-M	Neoprene-coated aramid batt/ aramid batt padding under knee replace	1	per knee	
11-26-N	Lengthen legs with PBI material (up to 5 inches)	1	per inch	
11-26-O	Lengthen legs with Nomex material (up to 5 inches)	1	per inch	
11-26-P	Lengthen legs with PBI/Matrix material (up to 5 inches)	1	per inch	
11-26-Q	Lengthen legs with Millenia/Nomex material (up to 5 inches)	1	per inch	
11-26-R	Shorten legs with PBI material (up to 5 inches)	1	per inch	
11-26-S	Shorten legs with Nomex material (up to 5 inches)	1	per inch	
11-26-T	Shorten legs with PBI/Matrix material (up to 5 inches)	1	per inch	
11-26-U	Shorten legs with Millenia/Nomex material (up to 5 inches)	1	per inch	
11-26-V	Zipper fly (pants) replace (both including liner up to 5 inches)	1	Each	
11-26-W	Retrofit pants with Expansion Pocket, PBI material with suede leather interior fully lined	1	per pocket	
11-26-X	Retrofit pants with Expansion Pocket, PBI material with Dragonhide™ interior fully lined	1	per pocket	
11-26-Y	Retrofit pants with Expansion Pocket, Nomex material with suede leather interior fully lined	1	per pocket	
11-26-Z	Retrofit pants with Expansion Pocket, Nomex material with Dragonhide™ interior fully lined	1	per pocket	
11-26-AA	Retrofit pants with Expansion Pocket, PBI/Matrix material with suede leather interior fully lined	1	per pocket	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-26-AB	Retrofit pants with Expansion Pocket, PBI/Matrix material with Dragonhide™ interior fully lined	1	per pocket	
11-26-AC	Retrofit pants pocket with Kevlar Twill interior fully lined	1	per pocket	
11-26-AD	Replace/add Silizone pad per leg.	1	per pocket	
11-26-AE	Replace Leg zipper “per leg”	1	per pocket	
11-26-AF	Rivets and Caps replace	1	Each	
11-26-AG	Suspender grommets replace	1	Each	
11-26-AH	Install 23 inch zipper with pleats	1	per leg	
11-26-AI	Minor re-stitch/repair	1	Each	
11-26-AJ	Hook and Dee ring replace	1	Each	
11-26-AK	Waist take up strap replace	1	Each	
11-26-AL	Hook and Loop fly replace	1	Each	
11-26-AM	Snap Fastener replace	1	Each	
REPAIR, ALTERATION, AND REPLACEMENT: COAT AND TROUSER THERMAL LINERS				
Item #	Item Description	Quantity	UOM	Extended Price
11-27-A	Replace snap tabs	1	Each	
11-27-B	Install snaps	1	Each	
11-27-C	Replace binding	1	Each	
11-27-D	Thermal Liner patch 5 inch square Caldura NP / SL2 / SL3	1	Each	
11-27-E	Thermal Liner patch 5 inch square Natural Nomex	1	Each	
11-27-F	Thermal Liner patch 10 inch square Caldura NP / SL2 / SL3	1	Each	
11-27-G	Thermal Liner patch 10 inch square Natural Nomex	1	Each	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-27-H	Thermal Liner patch 20 inch square Caldura NP / SL2 / SL3	1	Each	
11-27-I	Thermal Liner patch 20 inch square Natural Nomex	1	Each	
11-27-J	Thermal Liner patch 25 inch square Caldura NP / SL2 / SL3	1	Each	
11-27-K	Thermal Liner patch 25 inch square Natural Nomex	1	Each	
11-27-L	Thermal Liner patch 5 inch square Defender M	1	Each	
11-27-M	Thermal Liner patch 5 inch square Defender M	1	Each	
11-27-N	Thermal Liner patch 10 inch square Defender M	1	Each	
11-27-O	Thermal Liner patch 10 inch square Defender M	1	Each	
11-27-P	Thermal Liner patch 20 inch square Defender M	1	Each	
11-27-Q	Thermal Liner patch 20 inch square Defender M	1	Each	
11-27-R	Thermal Liner patch 25 inch square Defender M	1	Each	
11-27-S	Thermal Liner patch 25 inch square Defender M	1	Each	
11-28-T	Replace all trim triple trim lime/yellow or red/orange (max of 220 inches)	1	Each	
11-28-U	Replace 14 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-V	Replace 14 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-W	Replace 20 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-X	Replace 20 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-Y	Replace 30 inches of trim, Solid, lime/yellow or red/orange	1	Each	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-28-Z	Replace 30 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AA	Replace 40 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AB	Replace 40 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AC	Replace 50 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AD	Replace 50 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AE	Replace 60 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AF	Replace 60 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AG	Replace 80 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AH	Replace 80 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AI	Replace 100 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AJ	Replace 100 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AK	Replace 120 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AL	Replace 120 inches of trim, Triple Trim, lime/yellow or red/orange	1	Each	
11-28-AM	Replace 140 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AN	Replace 140 inches of trim, Solid, lime/yellow or red/orange	1	Each	
11-28-AO	Replace Lettering Patch on 29", 32", 35", 40" coat (patch cost only, letter cost as above)	1	Each	
11-28-AP	Retrofit coat with Lettering Patch on 29", 32", 35", 40" coat (patch cost only, letter cost as above)	1	Each	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-28-AQ	Replace trim, solid lime/yellow or red/orange on DRD flap	1	Each	
REPAIR AND ALTERATION: COAT AND TROUSER MOISTURE BARRIER				
Item #	Item Description	Quantity	UOM	Extended Price
11-29-A	Patch and reseal, puncture/tear/burn, 2" square, Crosstech 2-layer	1	Each	
11-29-B	Patch and reseal, puncture/tear/burn, 2" square, Crosstech 3-layer	1	Each	
11-29-C	Patch and reseal, puncture/tear/burn, 5" square, Crosstech 2-layer	1	Each	
11-29-D	Patch and reseal, puncture/tear/burn, 5" square, Crosstech 3-layer	1	Each	
11-29-E	Patch and reseal, puncture/tear/burn, 10" square, Crosstech 2-layer	1	Each	
11-29-F	Patch and reseal, puncture/tear/burn, 10" square, Crosstech 3-layer	1	Each	
11-29-G	Patch and reseal, puncture/tear/burn, 20" square, Crosstech 2-layer	1	Each	
11-29-H	Patch and reseal, puncture/tear/burn, 20" square, Crosstech 3-layer	1	Each	
11-29-I	Reseal 2", Crosstech 2-layer	1	Each	
11-29-J	Reseal 2", Crosstech 3-layer	1	Each	
11-29-K	Reseal 10", Crosstech 2-layer	1	Each	
11-29-L	Reseal 10", Crosstech 3-layer	1	Each	
11-29-M	Reseal 20", Crosstech 2-layer	1	Each	
11-29-N	Reseal 20", Crosstech 3-layer	1	Each	
11-29-O	Reseal 30", Crosstech 2-layer	1	Each	
11-29-P	Reseal 30", Crosstech 3-layer	1	Each	
11-29-Q	Reseal 40", Crosstech 2-layer	1	Each	
11-29-R	Reseal 40", Crosstech 3-layer	1	Each	
11-29-S	Hydrostatic test (Water Penetration Barrier) patch or seam	1	Per test	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)

Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
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REPAIR AND ALTERATION: BOOTS

Item #	Item Description	Quantity	UOM	Extended Price
11-30-A	Resole, leather boots	1	Each	
11-30-B	Repair Pull-up Straps, leather boots	1	per strap	
11-30-C	Repair Liner, leather boots	1	Each	
11-30-D	Patch Toe Caps, leather boots	1	Each	
11-30-E	Replace 10" zipper	1	Each	
11-30-F	Replace laces for 10" boot	1	per pair	
11-30-G	Polish boots	1	per pair	
11-30-H	Miscellaneous boot repair work Labor	1	per hour	

**REPAIR: GLOVES:
VARIOUS MAKES/STYLES (NFPA # 1971)**

Item #	Item Description	Quantity	UOM	Extended Price
11-31-A	Repair tear to glove seam	1	Each	
11-31-B	Repair hole to glove wristlet	1	Each	

REPAIR, REPLACE AND ALTER: HELMETS

Item #	Item Description	Quantity	UOM	Extended Price
11-32-A	Replace Complete impact cap	1	Each	
11-32-B	Replace each piece of reflective trim	1	Each	
11-32-C	Replace Earlap, PBI/Kevlar	1	Each	
11-32-D	Replace Leather Cushion liner	1	Each	
11-32-E	Repair Shell	1	Each	
11-32-F	Replace Shell	1	Each	
11-32-G	Replace Chinstrap, Nomex, Quick Release	1	Each	
11-32-H	Replace Chinstrap, Nomex, Quick Release and Postman's Slide	1	Each	
11-32-I	Replace Chinstrap, 6" longer Nomex, Quick Release and Postman's Slide	1	Each	
11-32-J	Replace 6" or 4" leather shield	1	Each	
11-32-K	Replace face shield mounting hardware	1	Each	
11-32-L	Replace goggles	1	Each	

ADVANCED INSPECTION AND ADVANCED CLEANING (NFPA #1851), ADVANCED INSPECTION EXCLUDING GARMENTS COMPLETE LINER INSPECTION (NFPA #1851), ADVANCED INSPECTION INCLUDING COMPLETE LINER INSPECTION (NFPA #1851)				
Item #	Item Description	Estimated Annual Quantity	Unit Price	Extended Price
11-32-M	Replace goggles mounting hardware	1	Each	
11-32-N	Replace Defender Visor (clear lens)	1	Each	
11-32-O	Replace Defender Visor (amber lens)	1	Each	
11-32-P	Replace Defender Visor (smoke lens)	1	Each	
11-32-Q	Replace ratchet assembly	1	Each	
11-32-R	Replace ratchet assembly pad	1	Each	
11-32-S	Replace Helmet Shell Edge Trim	1	Each	
11-32-T	Miscellaneous Helmet Repair work Labor	1	per hour	
REPAIR AND ALTERATION: HOODS				
Item #	Item Description	Quantity	UOM	Extended Price
11-33-A	Repair tear to hood seam	1	Each	
11-33-B	Repair hole to hood	1	Each	
AFTER REGULAR BUSINESS-HOURS RESPONSE RATE:				
Item #	Item Description	Quantity	UOM	HOURLY RATE
11-34-A	Hourly rate for after regular business hours response	1	Per hour	
GRAND TOTAL (EXTENDED PRICES)		\$ _____		
HOURLY RATE (AFTER HOUR RESPONSES)		\$ _____		
TOTAL DISTANCE (IN MILES) FROM: ACFD Warehouse, Logistics Section, 1740 South Hayes Street, Arlington, VA 22202		_____ MILES		

The undersigned understands and acknowledges the following:

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

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

BIDDER NAME: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

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

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO.:			FACSIMILE NO.:		
<p style="text-align: center;">THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP</p>					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

ATTACHMENT A

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)

RIDER CLAUSE

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

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

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

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

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

BIDDER'S LEGAL NAME:

DATE OF BID: _____

YES/NO JURISDICTION

- Metropolitan Washington Airports Authority

ATTACHMENT B

LIVING WAGE FORMS

WAGE NOTICE

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

\$14.50 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO MINIMO

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

\$14.50 POR HORA

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

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

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

PARA INFORMACION EN PERSONA DIRIJASE A:
2100 CLARENDON BOULEVARD, OFFICINA No 500

ARLINGTON, VA 22201

ATTACHMENT C

**ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT**

Quarter: _____ to _____

Contract Number: _____ Date: _____

Company Name and Address: _____

Authorized Signature: _____ Printed Name: _____

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE	GROSS EARNINGS ON THIS CONTRACT

By signing this form, the above-listed company certifies that the information provided is accurate and complete.

ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between _____ (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting.** "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connections with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.

- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.
- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.

- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.

- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including but not limited to providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
 2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
 3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
 4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 - 1. Disclosure is Required by Law;
 - 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality;
or
 - 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its notice of privacy practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.

- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.

- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

(1) Marcy Foster,
 Arlington County Privacy Officer
 2100 Clarendon Blvd.
 Suite 511
 Arlington, Virginia 22201

(2) Stephen MacIsaac
 County Attorney
 2100 Clarendon Blvd.
 Suite 511
 Arlington, Virginia 22201

(3) County Project Officer

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

 Attn: _____

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a

relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.

- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorney's fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.

- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.

- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

(INSERT CONTRACTOR NAME)

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: County Privacy Officer

Title: _____

Date: _____

Date: _____

**AGREEMENT NO.17-003-ITB-LW
ATTACHMENT E**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of _____ (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 17-003-ITB-LW (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT F - REFERENCES

Bidders shall 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 No. 1

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

REFERENCE No. 2

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

REFERENCE No. 3

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

ATTACHMENT G - INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
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, \$1 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
	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	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
	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	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\Excess 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 Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
X	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
X	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
X	28. The County Board of Arlington County, VA shall be named Additional Insured on all policies except Workers Compensation and Auto.	
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 bidder named below and have advised the bidder of required coverages not provided through this agency.		
CONTRACTOR'S STATEMENT: If awarded the contract, I will comply with contract insurance requirements.		
CONTRACTOR NAME:		AUTHORIZING SIGNATURE: