

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	March 12, 2014
ELEVATOR CONTROL SERVICE	CURRENT CONTRACT NO:	543-14LW
8231 PENN RANDAL PLACE	CONTRACT TITLE:	ELEVATOR MAINTENANCE
UPPER MARLBORO, MD 20772		

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JANUARY 31, 2021.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 543-14LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO CONTRACTOR'S BID FORM
- 2) PRICING FIRM THROUGH JANUARY 31, 2016. POSSIBLE PRICE ADJUSTMENTS THEREAFTER BASED ON CPI-U FOR THE MONTH OF JULY.

ATTACHMENTS:

BID FORM
SPECIFICATIONS EXCERPT


SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL BE PAID AN HOURLY WAGE NO LESS THAN THE HOURLY LIVING WAGE RATE PUBLISHED ON THE COUNTY'S WORLD-WIDE WEB SITE AT THE TIME OF CONTRACT EXECUTION.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>Leslie Crierie</u>	TELEPHONE NO.:	<u>703-339-9771</u>
EMAIL: <u>les@elevatorcontrolservice.com</u>		
COUNTY CONTACT: <u>Jacob Fayad</u>	TELEPHONE NO.:	<u>703-228-4829</u>
EMAIL: <u>jfayad@arlingtonva.us</u>		

CONTRACT AUTHORIZATION


Ivette Gonzalez, CPPB
Procurement Officer

DISTRIBUTION

3/12/14
Date

BID FOLDER: 1

SUPPLEMENTARY EXCERPT

The Contractor shall furnish all labor, equipment, tools, repair parts, supplies and materials required to provide these services.

THE SUCCESSFUL BIDDER SHALL NOT USE SUBCONTRACTORS TO PERFORM SERVICES UNDER THIS CONTRACT.

A list of elevators to be covered by this contract is shown in SCHEDULE "A". The County reserves the right to add or remove elevators from the list during the contract term.

A. MANDATORY PERSONNEL REQUIREMENTS

1. Contract Manager

The Contractor shall assign a qualified individual to serve as Contract Manager. The Contractor's Contract Manager can also serve as Project Manager during Corrective maintenance project with cost above \$5,000. The Contract Manager shall be experienced in contract and/or project management, supervision of employees, knowledgeable in all aspects of elevator repairs and installation and be able to consult with the County Project Officer about necessary or recommended remedies.

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

The Contract Manager shall inspect buildings covered by this contract for the purpose of ensuring quality preventive maintenance workmanship and compliance with the contract; note discrepancies and complaints; evaluate and plan for correction of deficiencies. As part of the Contractor's Quality Control program, the Contractor's Contract Manager shall accompany the County's Project Officer to review the Contractor's work at a maximum of three (3) sites every two (2) months. The Contract Manager shall meet with the County Project Officer the first Wednesday after each quality control inspection (every two (2) months) to discuss preventive maintenance performance and receive feedback on all services performed, and address any performance issues. The Contract Manager shall submit a consolidated list of recommendations at each meeting. For monthly maintenance services and work below \$10,000, the Contract Manager's hours are not billable and shall be considered Contractor's overhead. For projects above \$10,000, hours for the contract manager serving as a project manager shall be billable per the bid price.

2. Elevator Technician

The Contractor shall assign to this contract at least two (2) Elevator Technician that are "Certified Elevator Technician (CET™)" and one (1) elevator technician that is Certified Accessibility and Private Residence Lift Technician (CAT™). Each of the three (3) Technicians shall have a minimum of five (5) consecutive years of working experience as an elevator technician (CET or CAT).

3. Elevator Technician Helper/Trainee

The Contractor's shall assign to this contract at least three (3) Elevator Technician Helpers. The Elevator Technician Helper shall be an Elevator trainee/apprentice with no less than two (2) consecutive years of experience as an elevator technician trainee.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

B. ERRORS OR DISCREPANCIES IN EQUIPMENT LIST

Prospective bidders discovering discrepancies in the equipment list during the pre-bid conference shall immediately notify the Arlington County Purchasing Staff so that an

appropriate amendment may be issued prior to the bid opening to amend, add, or delete erroneous entries in the equipment list. If the County does not publish any amendments to the equipment list, the prices bid shall be based on the equipment list (Schedule A) in this solicitation.

C. INSPECTIONS

The Contractor shall provide one local Code Official's inspection annually, monthly inspections, lubrication, adjustment, repair, renewal, and replacement services for all components of elevator systems except for those items identified in the Service Exclusions Section below.

Inspections shall follow the recommended practices specified by each elevator manufacturer.

D. HAZARDOUS MATERIAL

Upon discovery of any form of hazardous material or gas, the Contractor shall immediately stop work and inform the County about the hazardous material or gas. The Contractor shall not continue work at said location until a communicated approval is gotten from the County.

E. HAZARDOUS WASTE

All hazardous waste generated or discover shall be disposed of as stated local, state and federal regulations, codes and laws. If the Contractor is performing removal and disposal, the Contractor shall be responsible to follow all regulations, codes, and/or laws as stated above.

F. PRICING

Monthly fees shall be all inclusive, including but not limited to:

- all costs pertaining to the local Code Official's inspection
- monthly inspection, lubrication, adjustment, repair, renewal and replacement of all components
- travel and parking costs
- provision of all lubricants, cleaning materials, preservatives and hydraulic fluids

The equipment listed on SCHEDULE A is provided for the convenience of bidders and represents what the County determines to be a reliable inventory. Some elevators and platform/chair lifts in use by the County may not be listed. Elevators and platform/chair lifts not on this list shall be serviced on a time and materials (on-call) basis. The equipment identified in SCHEDULE A shall be used by the bidder as the basis for calculation of the bid price.

G. QUALITY OF WORKMANSHIP

Work shall be performed according to manufacturer's specified requirements. All equipment covered by the contract shall be maintained to operate at manufacturer's specified performance levels or better. All work shall, at a minimum, be performed in accordance with the following codes and standards:

- Uniform statewide building code of the Commonwealth of Virginia;
- Arlington County Code;
- Arlington County Policy, and any subsequent amendments, as set forth by Arlington County's Inspection Services Division; and
- The latest editions of the following referenced codes and standards:
 - Building Officials and Code Administrators (BOCA)
 - American National Standards Institute (ANSI)
 - American Society of Mechanical Engineers (ASME)

Where the above standards or codes conflict, the more stringent requirement shall apply.

H. CONTRACT CHANGES

The County reserves the right to add or remove equipment to or from the contract. All additions or removals shall be at the sole discretion of the County. The service contract value of listed equipment discontinued from service during the Contract Term shall be deducted from the contract price. The contract price for that building shall be reduced in proportion to the value of service for the deleted portion of the service.

In like manner, equipment included in the contract after the contract is awarded shall be added to the contract price for the affected building if the County, in its sole determination, desires to include such equipment in this contract.

Changes shall be made by a written amendment to the Contract. Arlington County and the Contractor will mutually agree to prices for such adjustments.

I. PREVENTIVE MAINTENANCE

All preventive maintenance shall be performed Monday through Friday, except holidays, during the County's normal business hours (7:00 a.m. to 5:00 p.m.). Some County facilities are open at different hours, including some with 24-hour access. The Contractor shall determine the access availability for each building location covered by this contract. It shall be the Contractor's responsibility to provide the appropriate means and methods to access all equipment covered on this contract.

The monthly service charge shall include all call-backs placed during regular and overtime work hours. The overtime rates to be paid by the County for work required by the County to be performed after regular work hours shall be as indicated in the bid form. Regular work hours are Monday to Friday, from 7:00 am to 5:00 pm. Overtime rates can only be charged for all work done during non-regular hours.

The Contractor shall provide a monthly preventative maintenance schedule to the County Project Officer for approval. This schedule shall be provided within forty-five (45) days of the contract commencement date. The Contractor shall adhere to the approved schedule, no exceptions.

J. MONTHLY SERVICE - ELEVATORS

All elevators listed in this contract shall receive a minimum of one preventive maintenance/repair inspection service visit per month. This inspection shall be sufficient to maintain an acceptable level of speed, smooth operation and performance of the units and shall at a minimum include but not necessarily be limited to the following:

- Visual examination of the hoist equipment and wellways.
- Repair or replace defective electrical and mechanical parts.
- Inspection of brake, brake lining and brake adjustment.
- Adjustment and visual or electronic check of sequence of operation.
- A check of commutation on all rotating machinery where necessary.
- Lubrication of hoistway and wellway equipment (motor, rails, etc) and overhead sheaves where necessary.
- Check and make required adjustments to controller and relays, hydraulic system, oil level, hatch doors, cab doors, door operator machines, door operator controls, heads, pistons, limits, selector, packing, lubricators, brakes (on cable elevators) and bearings.
- Regular and systematic cleaning operations on the elevator equipment in the machine room, hoistway, wellways, and elevator pit.

- Confirmation of emergency phone operation.
- Replacement of all burnt-out indicator bulbs inside the elevator cab and in the adjacent lobbies.
- Maintenance of all control cabinets; this will require that they be maintained clean of debris, dust and dirt as well as ensuring the proper ventilation within the cabinets. This will include making sure that filters and ventilation openings are clean and clear of obstructions, and making sure that all ventilation fans within the electronic control cabinets are in good working orders and any needed repairs be made quickly to maintain the proper operation of all electronic components and prevent premature failure due to overheating.
- The contractor as part of his monthly service will provide a log book for each elevator mechanical room in which he will log every time a visit is made for preventive maintenance as well as service calls for repair. The contractor mechanic or representative will identify the time, the date and the service of repair performed and the status of the equipment serviced, as well as the name of the person making the entry. This will be in addition to providing a detail service ticket which is to be provided to the County's Facilities Management Bureau Office.

This list is not intended to, nor should it be interpreted as a complete list of monthly services to be provided. The contractor is required to perform all services necessary to provide a safe and efficient maintenance program commensurate with recommended practices for inspections specified by each manufacturer.

K. MONTHLY SERVICE - PLATFORM/CHAIR LIFTS

All lifts listed in this contract shall receive a minimum of one preventive maintenance/repair inspection service visit per month. This inspection shall be sufficient to maintain an acceptable level of speed, smooth operation and performance of the units and shall at a minimum include but not necessarily limited to the following:

- Check operation and functionality of the unit.
- Visual examination of complete system.
- Repair or replace defective electrical and mechanical parts.
- Regular and systematic cleaning operations for all lift components. System shall be kept free of dirt, grease, wax and water.
- Check unit for unusual noise and/or vibrations.
- Contractor as part of his monthly service will provide a log book for each lift in which he will log every time a visit is made for preventive maintenance as well as service calls for repair. The contractor mechanic or representative will identify the time, the date and the service of repair performed and the status of the equipment serviced, as well as the name of the person making the entry. This will be in addition to providing a detail service ticket which is to be provided to the County's Facilities Management Bureau Office.

This list is not intended to, nor should it be interpreted as a complete list of monthly services to be provided. The contractor is required to perform all services necessary to provide a safe and efficient maintenance program commensurate with recommended practices for inspections specified by each manufacturer.

L. ON-CALL REPAIR SERVICE

Repairs outside the scope of the service contract which are not due to Contractor's improper performance or failure to perform preventative maintenance; OR non-contract/not listed elevators / platform/chair lifts; OR "on-call" emergency repair services, shall be priced on a time and material basis using the contract hourly labor rate (hourly rate is time spent on site only, no portal to portal charges permitted, no fuel surcharges).

Parts used for repairs shall be invoiced at the percentage discount from Manufacturer price list listed on the bid form. The percentage discount shall remain firm for the contract term.

The County will reimburse the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the assigned job.

When requested by the County, the Contractor shall provide originals or certified copies of invoices issued by its supplier(s) detailing the materials used on the assigned job.

For work above \$5,000, the Contractor shall provide a written estimate of the cost and time to complete the repairs and get the approval of it by the County Project Officer before commencing work. Payment will not be made for any work that has not been authorized.

The Contractor shall provide 24 hours a day, 7 days a week "on-call" emergency repair service. In the event an elevator becomes inoperative or in a life safety situation, the Contractor shall respond within two (2) hours of receipt of a call identifying an emergency.

The response time for regular non-emergency work orders is within four (4) hours.

Two or more consecutive failure to timely respond to emergency and non-emergency work orders or calls give grounds for contract termination. Four or more non-consecutive failure to timely respond to emergency and none emergency work orders or calls give grounds for contract termination.

The County shall not be liable for any cost for diagnosis lasting above four (4) hours for any broken elevator.

M. CONTRACTOR RESPONSIBILITIES

The Contractor's mechanic shall coordinate all work with the Facilities Management Bureau at 703.228.4422, and shall check in with the Facilities Management Bureau, and its building representative designee, prior to disabling any elevator for servicing.

If the Contractor's mechanic deems the equipment to be unsafe to operate, the mechanic shall make it inoperative and immediately notify the Facilities Management Bureau and its building representative designee. The Contractor's mechanic shall not leave the premises until steps have been taken to protect the public from all hazards and until the necessary adjustments have been made to make the unit safe to operate or arrangements have been made with Facilities Management Bureau to expeditiously schedule the necessary repair work.

The Contractor's mechanic shall provide and maintain adequate barricades, warning signs and "out of order" signs which may be required to protect the public.

The Contractor shall be responsible for all damage which may occur to the equipment during any work performed thereon due to faulty operation or usage on the part of its employees.

N. SERVICE EXCLUSIONS

The following are excluded from the service contract and will be paid for by the County on a time and materials basis as described above. No work may proceed for these items

without the prior approval of the County and the issuance of an appropriate County purchase order or Work order if a Blanket Purchase Order is already in place. This shall not apply in emergency situation.

EXCLUSIONS:

1. CYLINDERS, CASINGS AND BURIED PIPING AND CONDUITS, HOISTWAY GATES, FRAMES AND SILLS
2. HOISTWAY ENCLOSURES
3. EMERGENCY CAR LIGHTS
4. CAB ENCLOSURES INCLUDING WALL PANELS, GATES, VENTILATION EQUIPMENT, CEILING DIFFUSERS, LIGHT TUBES, HANDRAILS, MIRRORS, CARPETS, HUNG CEILINGS AND APPLIED FLOOR COVERINGS
5. COVER PLATES FOR SIGNAL FIXTURES
6. MUSIC SYSTEMS, CAB HEATERS AND/OR AIR CONDITIONERS
7. COMMUNICATIONS SYSTEMS
8. SMOKE AND HEAT SENSORS
9. MAIN LINE POWER SWITCHES, BREAKERS AND FEEDERS TO ELEVATOR CONTROL EQUIPMENT.
10. CALL BACKS AND/OR DAMAGES CAUSED BY FLUCTUATIONS BEYOND 10% PLUS OR MINUS OF THE RATED VOLTAGES.
11. SAFETY TESTS OTHER THAN ONE FULL RATED SPEED AND LOAD TEST OF THE SAFETIES, GOVERNORS AND BUFFERS OR THE GOVERNOR SPEED AND SAFETY TEST AS REQUIRED BY ARLINGTON COUNTY CODE (ANSI A-17.1) IF TESTS (EITHER EMPTY OR WITH WEIGHTS) ARE REQUIRED MORE THAN ONCE DURING ANY CONTRACT YEAR, PAYMENT SHALL BE BY THE COUNTY FOR THE ADDITIONAL TEST(S). PAYMENT FOR ONE TEST DURING EACH CONTRACT YEAR IS INCLUDED IN THE MONTHLY RATE. FREQUENCY AND TYPE OF YEARLY TEST SHALL BE AS REQUIRED BY ARLINGTON COUNTY CODE (ANSI A-17.1).

If the test results indicate that repairs are necessary, a written proposal covering the repair shall be presented to the County for approval prior to effectuating any repairs if the amount of the repairs will exceed \$5,000. All items shall be listed on the repair order but only those items which are not covered by the contract shall be charged to the County.

12. ADDITIONAL FEATURES, ATTACHMENTS OR REPLACEMENTS WITH PARTS OF DIFFERENT DESIGN WHEN RECOMMENDED OR DIRECTED BY GOVERNMENT AUTHORITIES OR INSURANCE CARRIERS.
13. REPLACEMENTS, REPAIRS OR ADJUSTMENTS CAUSED BY VANDALISM, ACCIDENTS, MISUSE AND/OR OBSOLESCENCE OF EQUIPMENT.
14. ITEMS LISTED BY THE BIDDER AS REQUIRING REPLACEMENT WITHIN THE FIRST TWELVE (12) MONTHS OF THE CONTRACT TERM. THESE ITEMS, IF ANY, SHALL BE PROVIDED TO THE COUNTY PROJECT OFFICER WITHIN SIXTY (60) DAYS OF THE CONTRACT COMMENCEMENT DATE. THE ITEMS SHALL BE PROVIDED IN A LIST FORMAT WITH A COMPLETE DESCRIPTION AND PROPOSED COST.

O. TIMELY COMPLETION OF WORK

The Contractor's mechanic shall, when assigned to a repair or preventive maintenance

call, proceed diligently to complete the work during normal work hours without interruption, except for a scheduled lunch break. In any event, at no time shall the Contractor's mechanic leave an elevator or platform/chair lift incomplete and inoperable, without prior approval of Facilities Maintenance. The Contractor shall at the end of each day, before leaving the repair site, update the County's maintenance supervisor or project designee of the progress made for the day and plans for the following work day(s). The contractor shall inform the County of any repair work that would last two or more day. The Contractor shall provide a schedule of activities for any repairs that will last two or more days.

P. PAYMENT/EVIDENCE OF PROVISION OF SERVICES

ALL INVOICES SHALL BE SUBMITTED TO THE FACILITIES MANAGEMENT BUREAU, 1400 N. UHLE STREET, SUITE 602, ARLINGTON 22201. INVOICES SHALL BE ITEMIZED AND IDENTIFIES EACH LOCATION SERVICED UNDER THE CONTRACT AND THE COSTS ASSOCIATED WITH THE SERVICE PROVIDED. The Contractor shall obtain a signed receipt from Facilities Management Bureau, or its building representative designee, on each monthly trip to certify that services have been performed for that month. Included with the invoices for the monthly preventative maintenance, the contractor shall provide a check list which identifies all the items checked as well as their status. One copy of each signed receipt and work ticket shall accompany the invoice for that month. Invoices will not be processed by the County without this evidence of service. Price list(s) for materials billed shall be provided to the Project Officer, if requested, for the purpose of price verification.

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges are permitted under the contract. Fuel surcharges are not acceptable and shall not be paid for by the County.

Q. METHOD OF MEASURING PERFORMANCE

Performance under this contract will be measured during the term of the contract by consideration of the following:

- Failure to provide appropriately certified and trained personnel as required above in the section titled "Contractor's Personnel."
- Providing preventive maintenance services for elevators as specified.
- Number of call-backs to correct system malfunctions/failures which should have been corrected through proper preventive maintenance. More than two call-backs during any one month period may result in termination of the contract by the County for default.
- Adherence to preventive maintenance schedules.
- Response time for requested repair and emergency repair services. (Lack of response within two (2) hours of notification of emergency service on three separate occasions may result in termination of this contract by the County).
- Adherence to established schedules
- Providing services and repairs to equipment without repeat calls for the same reasons or problems.
- Maintaining accurate inspection, preventive maintenance and repair work records.
- Obtaining and providing repair parts in a timely manner for all inoperable or malfunctioning equipment.

- Adherence to items identified in the Contractor Responsibilities Section indicated above.
- Failure to perform repairs within all applicable federal, state, and local safety requirements and regulations, to include Building Officials Court Administrators (BOCA) and local mechanical codes.
- Failure to follow industry standards for the mechanical trade in performing maintenance and repair within the time prescribed. (R. S. Means accepted industry standard). Excessive, unjustified time to complete work on three (3) or more jobs within a three-month period, may result in termination of the contract by the County for default.
- The Contract Manager's failure to evaluate preventive maintenance performance and effectively communicate and/or report to the County's Project Officer

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 543-14LW

B I D F O R M

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 3:00 P.M., ON JANUARY 21, 2014

FOR PROVIDING ELEVATOR INSPECTION, TESTING, PREVENTIVE MAINTENANCE AND REPAIR SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

1. THE DOCUMENTATION REQUIRED IN THE "BID SUBMISSION REQUIREMENTS" SECTION OF THE SPECIFICATION SHALL BE SUBMITTED WITH THE BID. FAILURE TO PROVIDE ALL THE INFORMATION REQUIRED WILL RESULT IN REJECTION OF THE BID.

2. COMPLETE THE TABLE BELOW WITH THE MONTHLY FEE. MONTHLY FEE SHALL BE ALL INCLUSIVE AS DETAILED IN SPECIFICATIONS.

	LOCATION	QTY	TYPE OF ELEVATOR	MONTHLY FEE
1	ARLINGTON ARTS	1	HYDRAULIC PASSENGER, E-1	\$ 143.50
2	BARCROFT SPORTS	1	CHAIR LIFT, L-1	\$ 91.30
3	CENTRAL LIBRARY	3	DOVER PASSENGER, E-1	\$ 138.25
4			DOVER PASSENGER, E-2	\$ 138.25
5			DOVER PASSENGER, E-3	\$ 138.25
6	COURT SQARE WEST	2	ARMOR PASSENGER, E-1	\$ 328.70
7			ARMOR PASSENGER, E-2	\$ 328.70
8	EQUIPMENT DIVISION	1	PLATFORM LIFT, L-1	\$ 91.30
9	FENWICK CENTER	1	HYRAULIC PASSENGER, E-1	\$ 143.50
10	FIRE HEAD QUARTERS	1	HYDRAULIC PASSENGER, E-1	\$ 143.50
11	GEORGE MASON CTR	1	HYDRAULIC PASSENGER, E-1	\$ 143.50
12	INVESTMENT BLDG	1	OTIS GEARED PASSASENGER, E-1	\$ 328.70
13	LEE CENTER	1	DOVER PASSENGER, E-1	\$ 138.25
14	MADISON CENTER	1	CHAIR LIFT, E-1	\$ 91.30
15	MENTAL HEALTH	1	DOVER PASSENGER, E-1	\$ 143.50
16	METRO TUNNEL	2	DOVER PASSENGER, E-Brick	\$ 138.25
17			DOVER PASSENGER, E-Glass	\$ 138.25

	LOCATION	QTY	TYPE OF ELEVATOR	MONTHLY FEE
18	DPR	2	HYRAULIC PASSENGER, E-1	\$ 138.25
19			HYRAULIC PASSENGER, E-2	\$ 138.25
20	RESIDENT PROG CENTER	1	OTIS HYDRAULIC, E-1	\$ 143.50
21	WATER POLLUTION CONTROL PLANT	3	Traction Passenger, PRI	\$ 328.70
22			HYRAULIC PASSENGER, PRI, E-1	\$ 138.25
23			HYRAULIC PASSENGER, SEC, E-1	\$ 138.25
TOTAL MONTHLY COST (1through 23)				\$3,832.20

BID FORM, PAGE 2 OF 5

2. TIME AND MATERIAL PRICING: TIME AND MATERIAL PRICING: (FOR SERVICES NOT COVERED BY CONTRACT AND FOR ELEVATORS AND PLATFORM/CHAIR LIFTS NOT ON FULL SERVICE CONTRACT)

NO.	CONTRACTOR'S STAFF	REGULAR TIME	OVERTIME
1	Contract Manager (rates for projects management only. No cost for contract management - see details in scope of services)	\$ 150.00	\$ 204.00
2	Elevator Technician CET & CAT	\$ 170.00	\$ 230.00
4	Elevator Technician Trainee/Helper	\$ 100.00	\$ 136.00
5	MATERIALS TO BE PROVIDED AT MFR. LIST PRICE LESS	20 %	

3. CODE OFFICIALS TEST PRICES

COST PER TEST OVER THE ONE TEST INCLUDED IN THE CONTRACT.

FULL LOAD TEST (WITH WEIGHTS).....\$ 750.00 EACH TEST

STANDARD TEST (WITHOUT WEIGHTS).....\$ 250.00 EACH TEST

The undersigned understands and acknowledges the following:
 The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.
 An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.
 Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

BIDDER NAME: Elevator Control Service

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

Division 1, Division 2, Division 3, Division 4, Division 5,

Division 6, Division 7, Division 8, Division 9, Division 10,

Division 11, Division 12, Division 13, Division 14 & Division 15

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

All divisions of accompanying bid submission data as designated within Elcon's Non-Disclosure Statement and identified above, must be considered proprietary. The information provided reveals specific company information throughout all divisions that would aid our competition in their development of proposals using our theories, structure and trade secrets. Additionally, personnel resumes and certificates should not be considered public information for the privacy of the respective individuals named within personnel divisions.

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

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

BIDDER NAME: Elevator Control Service

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):

Mr. Leslie Crierie

Elevator Control Service

8231 Penn Randall Place

Upper Marlboro, MD 20772

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 AMENDMENTS, 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


Leslie P. Crierie

PRINT NAME AND TITLE Vice President; Operations

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

NAME (PRINTED): Leslie P. Crierie TITLE: Vice President; Operations

E-MAIL ADDRESS: Les@elevatorcontrolservice.com TEL. NO.: (301) 568-9300

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>Elcon Enterprises, Inc. T/A</u> <u>Elevator Control Service</u>	
ADDRESS: <u>8231 Penn Randall Place</u>	
CITY/STATE/ZIP: <u>Upper Marlboro, MD 20772</u>	
TELEPHONE NO: <u>301-568-9300</u>	FACSIMILE NO.: <u>301-735-9566</u>
TAX ID NUMBER (EIN/SSN): <u>54-0934318</u>	VA. CONTRACTOR LICENSE #: <u>2701022349A</u>
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <u>X</u> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?	<u>Yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	<u>01255165</u>
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?	<u>No</u>
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/>
	WOMAN OWNED: <input type="checkbox"/>
	NEITHER: <input checked="" type="checkbox"/>

Continued on next page

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

AGREEMENT NO. 543-14LW

THIS AGREEMENT is made, on the date of execution by the County, between Elevator Control Service, 8231 Penn Randal Place, Upper Marlboro, MD 20772 ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

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. 543-14LW.

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 "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide elevator inspection, testing, and preventive maintenance and repair services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The term of this Agreement will commence on the date of execution by the County, and shall be completed no later than JANUARY 31, 2021, subject to any written modifications as provided for in the Contract Documents.

4. CONTRACT AMOUNT

The Contract unit prices shall remain firm until JANUARY 31, 2016 ("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 60 days prior to the Price Adjustment Date. Requests for adjustment(s) to unit prices 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 on the CPI-U JULY 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 the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

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

7. BACKGROUND CHECK

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

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by

the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

9. PAYMENT TERMS

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

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) 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 as those contained herein with respect to each lower-tier subcontractor.

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

11. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of

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

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

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 Contractor understands and agrees that this is a requirements contract and 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.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. WARRANTY

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

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

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

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

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

16. DAMAGE TO PROPERTY

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

17. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

18. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste") and legal disposal 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 with 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 may be deducted from any payment due to the Contractor.

19. OSHA REQUIREMENTS

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

20. SAFETY

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

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

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

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

21. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of 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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 these provisions will apply to each subcontractor or vendor.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, 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.

24. 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 marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order 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, the employees of whom 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.

25. UNSATISFACTORY WORK

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

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

The Contract shall remain in force for the Contract Term 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) 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.

27. 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.

28. 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.

29. INTELLECTUAL PROPERTY INDEMNIFICATION

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

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, 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 hereunder. 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.

30. OWNERSHIP AND RETURN OF RECORDS

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

The Contractor agrees that all drawings, specifications, blueprints, data,

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

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

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

31. 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.

32. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official

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

33. COUNTY EMPLOYEES

No employee of the County 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.

34. 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 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 the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

35. 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 Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

36. 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

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

38. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional

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

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

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

39. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

40. 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.

41. AMENDMENTS

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

42. 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.

43. 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 any decision of the Project Officer, County Manager, County Board, or a court of law.

44. 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 its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

45. 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.

46. 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.

47. 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.,

48. 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.

49. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

50. 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; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

51. 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.

52. 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.

53. NOTICES

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

TO THE CONTRACTOR:

Leslie Crierie, V.P. Operations
8231 Penn Randall Place
Upper Marlboro, MD 20772

TO THE COUNTY:

Jacob M. Fayad, Project Officer
Arlington County, Virginia
1400 N. Uhle Street, Suite 602
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

54. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

55. SERVICE CONTRACT WAGE REQUIREMENTS

a. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during

the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County's world-wide web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

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

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

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

d. CONTRACTOR RECORD KEEPING

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

e. VIOLATIONS

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

56. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.

- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

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


Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ELEVATOR CONTROL SERVICE

AUTHORIZED
SIGNATURE:



AUTHORIZED
SIGNATURE:



NAME AND TITLE: RICHARD D. WARREN, JR.
PURCHASING AGENT

NAME AND TITLE: Leslie P. Crierie
Vice President; Operations

DATE: 3/12/14

DATE: March 10, 2014