

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

CONTRACT AWARD COVERPAGE

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|---------------------------------|-----------------|------------------|
| TO: PRIMARY AWARDEE | DATE ISSUED: | JUNE 1, 2021 |
| APPLE TRANSFER, INC. | CONTRACT NO: | 21-DES-ITB-596-A |
| 11909 GIN ALLEY UNIT 819 DOOR 2 | CONTRACT TITLE: | MOVING SERVICES |
| FREDERICKSBURG, VIRGINIA 22408 | | |

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

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-ITB-596-A including any attachments or amendments thereto.

EFFECTIVE DATE: JUNE 1, 2021

EXPIRES: MAY 31, 2022

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

COMMODITY CODE(S): 96256

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-ITB-596-A

EXHIBIT A: CONTRACTOR'S BID

EXHIBIT B: SOLICITATION 21-DES-ITB-596

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: BARBARA AYERS

VENDOR TEL. NO.:

(540) 657-2855

EMAIL ADDRESS: BARBARA@APPLETRANSFER.COM

COUNTY CONTACT: PIA INGLIS (DES AND FDC)

COUNTY TEL. NO.:

(703) 228-3244

COUNTY CONTACT EMAIL: PINGLIS@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD Title: PROCUREMENT OFFICER Date 6/1/21

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

AGREEMENT NO. 21-DES-ITB-596-A

THIS AGREEMENT is made, between Apple Transfer, Inc., 11909 Gin Alley, Unit 819, Door2, Fredericksburg, Virginia 22408 ("Contractor") authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. **21-DES-ITB-596**.

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on **June 1, 2021** and must be completed no later than **May 31, 2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **June 1, 2022**, to **May 31, 2026** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No.21-DES-ITB-596 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until **May 31, 2022** (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-months of statistics available at the time of the Contract’s renewal.

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

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

7. PAYMENT TERMS

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. WARRANTY

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

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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

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

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

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

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

15. 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.

16. 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.

17. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

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

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

18. OSHA REQUIREMENTS

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

19. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the

materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

21. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment, or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment, and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment, and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

22. 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.

23. FAILURE TO DELIVER

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

24. UNSATISFACTORY WORK

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

25. PROJECT STAFF

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

26. 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.

27. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

29. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

30. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

31. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

32. INDEMNIFICATION

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

33. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

34. COPYRIGHT

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

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

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

35. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

36. CONFIDENTIAL INFORMATION

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

37. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local

Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

38. COUNTY EMPLOYEES

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

39. FORCE MAJEURE

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

40. AUTHORITY TO TRANSACT BUSINESS

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

41. RELATION TO COUNTY

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

42. ANTITRUST

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

43. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate 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 at any time during the term of this Contract.

44. ASSIGNMENT

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

45. AMENDMENTS

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

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

47. DISPUTE RESOLUTION

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

48. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

49. ARBITRATION

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

50. NONEXCLUSIVITY OF REMEDIES

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

51. NO WAIVER

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

52. SEVERABILITY

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

53. 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.

54. ATTORNEY'S FEES

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

55. SURVIVAL OF TERMS

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

56. HEADINGS

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

57. AMBIGUITIES

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

58. NOTICES

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

TO THE CONTRACTOR:

Barbara Ayers, CEO/President
Primary: Apple Transfer, Inc.
11909 Gin Alley, Unit 819, Door 2
Fredericksburg, Virginia 22408
Email: barbara@appletransfer.com
Tele No.: (540) 657-2855

TO THE COUNTY:

Pia Inglis, Project Officer
Facilities and Design & Construction
Arlington County Government
1400 N. Uhle Street Suite 403
Arlington, Virginia 22201
Email Address: Pinglis@arlingtonva.us
Tele No: (703) 228-3244

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

59. ARLINGTON COUNTY BUSINESS LICENSES

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

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees

who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

62. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Premises/Operations - \$500,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- d. Automobile Liability - \$1,000,000 BI/PD each accident, Uninsured Motorist
- e. Owned/Hired/Non-Owned Vehicles - \$1,000,000 BI/PD each accident, Uninsured Motorist
- f. Products Liability - \$1,000,000 CSL BI/PD each occurrence, 1,000,000 annual aggregate.
- g. Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- h. Contractual Liability (Must be shown on Certificate) - \$1,000,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- i. Personal and Advertising Injury Liability - \$1,000,000 each offense, \$1,000,000 annual aggregate.
- j. Umbrella / Excess Liability - \$1,000,000 bodily injury, Property Damages and Personal Injury
- k. Miscellaneous E&O/Professional Liability - \$1,000,000 per occurrence/claim.
- l. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- m. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent

immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- n. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- o. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

63. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

64. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:
SIGNATURE: Vanessa Moorehead
392AD72EA7BC414...

NAME: VANESSA MOOREHEAD

TITLE: PROCUREMENT OFFICER

DATE: 6/3/2021

APPLE TRANSFER, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Barbara Ayers
E58EE8DB6DC24CE...

NAME: BARBARA AYERS

TITLE: CEO/PRESIDENT

DATE: 6/3/2021

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

NAICS

484210 Used Household & Office Goods Moving 488991 Packing & Crating
493110 General Warehousing & Storage 561210 Facilities Support Services

SAMS/ORCA Registered DUNS Number 61 978 5900 Cage Code 1ELR1
FEIN 54 1464367 Accept Government Procurement Card

CERTIFICATIONS & SCHEDULES

MD DGS Small Business Reserve Certificate #322655
EDWOSB, Economically Disadvantaged Woman Owned Small Business #619785900
VA Department of Minority Enterprise, Small Woman-owned Minority SWaM Certificate # 690335
GSA Schedule 71 II K Comprehensive Furniture Management Services (CFMS) program, (formerly Schedule 48 Transportation Services) contract number GS-33-F0009W

POC'S AVAILABLE 24/7

Barbara Diseati-Ayers, President/CEO 202.579.0962 cell 703.690.8445 Office
barbara@appletransfer.com
Jane Swift, Supervisor, Customer Care/Support Advocate 703.690.8445 Office
jane@appletransfer.com
David Vandevander, Logistic/Transportation Supervisor 571.418.9186 cell
david@appletransfer.com

For over 30 years, Apple Transfer (AT) has been recognized as a leading provider and Specialty Contractor of premier integrated commercial, office and household planning, design, moving, relocation, and storage solutions to the commercial and federal, state, and local government marketplaces in the Virginia, Maryland, Washington DC areas, and worldwide.

General Requirements/Project Understanding

AT will provide on-call moving services and general project oversight, management services, move coordination services/meetings, supervision, trucks, personnel such as laborers, packers, Installers etc., moving equipment, such as dollies, hand trucks, blankets, elevator protectors, tools and materials such as boxes, protective wrapping materials, crates, labels, storage trailers etc. to efficiently and with quality service all task order service requirements to include but not be limited to relocating all types of office equipment such as computers, voting equipment, artwork, plotters, scanners, server racks, empty or full, servers, copiers, faxes, file cabinets, electronic filing systems etc. reconfiguration, disassembly, loading, moving, unloading and reassembly and/or installation of case goods, office and/or modular furniture, set up and/or tear down special events, special moving and special handling moving activities, storage, warehouse inventory management, accessories, assistive services to facilitate moves, deliver and place boxed items in accordance with customers' requirements, unpack and uncrate and place property if required, for internal office, building to building, location to another location and land fill facilities and disposal services. White glove services will be provided for special items.

AT has the necessary qualified personnel, materials, facilities, transportation fleet and other services required to seamlessly execute this RFP.

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

Offeror shall perform moving services during office hours, at night, weekends, and Holidays.

Contractor will have staff on-site providing **emergency services** within two (2) hours of initial notification for emergency response needs.

Call Order, Cost Estimate, Response/Performance Time

- Call order requests can be generated via email, fax, or phone call.
- On-site survey/inspection of project is scheduled and conducted by contract Project Manager.
- A not-to-exceed cost estimate which will include Customer required information, to be returned to Customer no later than three (3) working days after site visit, is prepared, breakdown includes labor category and vehicles quantities and types, materials, hours to complete task, service schedule, materials/supplies, cost rates and SOW.
- Contractor will perform any move within three (3) business days of notification from the customer to proceed with the move.

Personnel

Apple Transfer's personnel and partners are a team of experienced, savvy professionals with diverse industry knowledge and skills and proven track records of leadership, management, and superior customer service. All personnel are direct employees of Apple Transfer. All personnel will receive initial training and instruction, and annually thereafter, or upon request for all supervisory and personnel providing Services for the RFP to ensure essential requirements and all appropriate standards that are integral to the deliverables are known and maintained at all times. All personnel are-

- Background checked by Hire Right & will pass customer background screening.
- US citizens with a valid driver's license or state issued ID.
- No criminal record
- Write and speak English fluently.
- Wear company logo uniforms
- Display company photo identification
- Neat, clean, well groom and exercise good personal hygiene
- Experienced and cross trained.
- Comply with all security requirements.
- Work in a drug-free workplace.

Customer has the right to reject any of Contractor's service personnel.

Account/Project Manager- Michael Diseati

- Over ten (10) years' experience of project management, asset and inventory management, furniture and space design and reconfiguration services, supervisory, planning and executing realignment and relocation projects 1- 850+ personnel.
- Experienced with and knowledgeable of: Windfall Warehouse Asset Tracking & Management, Mobile Mover Asset Tracking & Management and IGC Asset Tracking & Management programs

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

- Effective leader and a respected Manager who has vast experiences and an excellent reputation for creating clear and attainable project objectives, building the project requirements, and managing the constraints of cost, time, scope, and quality.
- Serves effectively as a client's representative determining and implementing the exact needs of the customer.
- Extensive industry knowledge and experiences for move plan and coordination services which qualifies him/her for foreseeing, understanding, and adjusting or adapting procedures to ensure the key issues of cost, time, quality, and customer satisfaction can be realized.
- Full understanding of Code of Conduct policy
- Full understanding of and ability to perform records packing and unpacking.
- Full understanding of facility protection requirements and ability to direct crews in their implementation
- Ability to read, understand, color-code and number floor plans, blueprints, lay outs.
- Ability to implement labeling procedures.
- Full understanding of each shift's assignments and goals
- Full understanding of overall project goals and schedule
- Demonstrated ability to direct and manage crews.

Supervisor-

- Minimum five (5) years industry experience
- Minimum two (2) years of experience as a foreman or supervisor
- Lead Move Supervisor/Foreman or back-up alternative will be assigned and on location 100% of the time for each task order.
- Full understanding of overall project goals and schedule, able to execute.
- Capable of authorizing immediate action when warranted.
- Demonstrated ability to direct and manage crews.
- Provide orientation and training to crew for ongoing activity.
- Assign duties to employees, explain how duties are to be done, communicate how the successful performance of those duties will be measured.
- Evaluate performances, make recommendations.
- Full understanding of and ability to perform records packing and unpacking.
- Full understanding of facility protection requirements specified within this document and ability to direct crews in their implementation
- Ability to read, understand, color-code and number floor plans.
- Ability to implement labeling procedures.
- Full understanding of each shift's assignments and goals

Installer/Service Technician

- Minimum two (2) years training and experience handling both new furniture set-up and interoffice design and reconfiguration implementation.
- Specifically trained to deliver, assemble, and install a wide variety of modular and case. good furniture
- Trained and authorized for many US manufacturers of systems and modular furniture including Haworth, Herman Miller, Steelcase, Allsteel, Knoll, Teknion, KI, HON and Trendway, 3H, Jofco, Global, Sit-On-It, Lektriever, Space Saver, Human Scale.
- Full understanding of Code of Conduct policy

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

Driver

- Minimum two (2) year of commercial and/or biomedical moving experience & training
- Minimum two (2) years of commercial driving experience
- Full understanding of Code of Conduct policy
- Full understanding of Privacy Awareness policy
- Basic understanding of labeling procedures and implementation
- Ability to work as directed.
- Complete knowledge of vehicle and equipment operation
- Crossed trained in other industry job positions.
- Current valid licensing, as required by law.

Laborer/Mover/Packer

- Minimum one (1) year commercial moving and packing training and experience.
- Full understanding of Code of Conduct policy
- Packer trained and qualified to determine appropriate containers and materials to properly pack and prepare product/contents/items for safe damage free transportation. Basic understanding of labeling procedures and implementation
- Ability to work as directed.
- Laborer/Mover ability to use levels, screw guns and other tools required to secure filing cabinets, metal shelving and bookcases, systems and/or other contract furniture de-installation, reinstallation and basic wall mounting of equipment.

FACILITY/PROPERTY PROTECTION

Contractor shall conduct, coordinate, and document a pre-move walk-through with the POC to verify pre-existing conditions and/or damages. Contractor will provide written notification. Upon completion of services, Contractor and POC will inspect for any damage caused by the move.

Contractor will install facility/property protections-

- Floors will be covered in 8 Ft. x 4 Ft. sheets of Masonite or rug runners.
- Walls & wall corners covered in 4 Ft. high corrugated material the length of move route.
- Door jams will be covered with quilted wrap around pads and/or corrugated materials.
- Glazing/windows will be covered with corrugated wrap, minimum 5Ft. high.
- Elevator flooring will be covered with Masonite and walls with quilted cloth pads.

Materials Handling Equipment (MHE), Supplies & Materials

Apple Transfer owns and/or has established relationship with New Haven Moving Equipment for all MHE, supplies and materials.

Offeror will make requests for materials available within 24-hours after receipt of purchase order.

| | | | |
|-------------------------------|---|--------------------------|-------------------------------|
| Dollies | Corrugated Boxes All sizes | Bubble Wrap Anti-Static | Blankets- Cloth & Paper |
| Crating Material | Shrink/Stretch Wrap | Hand Trucks | Padding Material |
| Safe Jacks | White Newsprint | Computer Bags | Panel Carts |
| Commercial Bins | Sealing Tape | Computer Carts | Library Carts |
| Labels- Barcode & Color Coded | Security Seals | Reusable Move Containers | Personal Protective Equipment |
| Tools & Gloves | Plastic Move Crates | Wood Crates | Shop Vac |

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

Brooms
Specialty Boxes

Brown Paper Pads
Self Help Materials

Metal Containers
Pallet Jacks

Forklift
Masonite

Fleet

Contractor owns a fleet of small, medium, and large box trucks with lift gates and tractor trailers.

| | | |
|---------------------------------|---------|----|
| Box/Straight Truck w/ Liftgates | 22'-24' | 18 |
| Box/Straight Truck | 14' | 2 |
| Van | | 1 |
| Tractor (Heavy Duty) | | 6 |
| Trailer-Closed | 48' | 6 |
| Trailer-Closed | 53' | 2 |
| Trailer-All Door | 48' | 4 |
| Trailer-All Door | 45' | 1 |
| Trailer-Flatbed | 48' | 1 |
| Forklift | | 2 |

Contractor has an established relationship and account with Penske and Payne Trucking for any additional vehicle needs.

Moving Services & Asset Protection Handling Procedures

- **Furniture-** Wood & metal furniture will be wrapped in blanket pads. Secured with tape and/or rubber bands. At delivery, all shall be level, plumb, square and in proper alignment with adjoining furniture and attached to building where applicable. Contractor will inspect components to ensure all are clean, dust free, free of defects and perform **“White Glove”** services. Contractor will adhere to manufacture’s specification and safety standards.
- **Furniture Installation-** Disassemble, pack-out, unpack, assemble, and install new or used systems, modular, free standing, and case goods furniture. At delivery, all shall be level, plumb, square and in proper alignment with adjoining furniture and attached to building where applicable.
- **Furniture and/or Parts-** Will be organized and inventoried per manufacturer.
- **Upholstery Furniture-** Shrink wrapped and wrapped in cloth blankets secured with tape and/or rubber bands.
- **Glass Cabinets & Bookcases-** Glass will be protected by wrapping it with corrugated material, then wrapped in blanket pads and finished with shrink wrap.
- **Keys-** secure to inside item drawer.
- **Hardware-**organize matching items in clear plastic bags or containers. Secure with each grouping of furniture.
- **File Cabinets-** Shrink wrapped and/or wrapped in cloth padding then shrink wrapped and moved on a dolly.
- **Pictures-** Blanket wrapped and moved on panel carts. Oil paintings or any other high value pieces will be packed in a carton or be crated.
- **Office machines-** Components will be blanket padded, labeled and moved in commercial bins or carts designed for this purpose. All secured to truck wall to prevent movement.
- **Flags-** Rolled up, shrink wrapped, placed upright in tall carton.

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

- **Remove or reinstall or install white boards, mirrors, pictures, clocks, and other wall-mounted office items.** All level and secured properly.
- **Equipment and Tools-**All equipment shall be UL-approved and maintained to ensure integrity and proper grounding. This will include but not be limited to dollies, floats, wheel carts, roller lifts, heavy lifting equipment, stair crawlers, levels, drills, screw drivers, mallets, hammers etc.
- **IT Equipment-**Monitor and hard drive will be wrapped with Anti-Static Packaging bubble cushioning wrap, secured with tape. Keyboard, cords etc. will be put in a computer bag. All will be labeled. Component will be moved in a plastic computer tote/box on a dolly.
- **Voting Machine-**Component will be wrapped in stretch wrap, then blanket padded, secured with tape. Each machine will be strapped securely to the truck wall, wheels will be chocked to prevent movement.

Work/Task Order Service Start/End Procedures

Workday Check-in

- AT personnel will arrive at prescribed times and “move from” locations. Upon arrival the supervisor will meet with the POC to verify start time, number and grade/job title of workers present and resolve any last minute issues.
- AT will check in with designated POC and perform Tasks/Work Order Services as scheduled or assigned..

Workday Completion

- Following the completion of daily work and prior to departing work location, AT’s supervisor and the POC will jointly do a walk thru of premises to inspect and review services performed. An inspection will be conducted for structural or other damages. POC will sign Contractor paperwork verifying work times, personnel and deliverables and make any annotations for damages and/or service deficiencies that require action from the Contractor.
- AT will respond, resolve, repair, and settle immediately and/or within a reasonable period of time, but not to exceed one (1) month.

Post Move Support Services- Adjustments/Modifications and Repairs

Contractor is capable and will do adjustments and/or modifications to furnishings, furnishing placements etc. as requested. Contractor is qualified to do minor repairs to wood, laminate and metal furniture as identified. This shall include but not be limited to tightening or loosening screws or structures to resolve sticking items or realignment for proper and safe movement, replacing parts such as chair arm pads or arms, utilizing screws, glide stops washers, wing nuts etc. and appropriate tools to accomplish work.

Debris Clean-Up Services Support

At the end of each workday, Contractor’s crews will clean-up outdoor and indoor work areas. Debris will be disposed of in an environmentally approved manner.

- Clean up loading docks and storage rooms.
- Move and organizing materials.
- Dispose of trash and debris properly.

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

Prompt Problem Resolution

Contractor is committed to customer service and complete customer satisfaction. Should a service failure or unacceptable employee performance present itself, Contractor will take immediate action to rectify and correct the problem to include removing any identified unacceptable personnel, to customer's complete satisfaction.

Communications/Response Time

Contractor's Project Managers, Supervisors, Installers Laborers and Drivers are equipped with cell phones so immediate communication is available at all times.

A supervisor will always be responsive within ten (10) minutes of a page.

Contractor emergency contact is available 24/7 and will respond within ten (10) minutes of any emergency after hour call.

Warehouse Storage Facility

Contractor's off-site storage is environmentally controlled, bonded and secured. The premises provide rack & rail storage and secure storage vaults. All storage areas are organized by warehouse divisions, rows, and sections and has multiple propane powered lifts, reach forklifts and other specialty handling equipment guaranteeing availability and redundancy for all warehouses. The warehouse also maintains and controls a large inventory of specialized equipment used in the moving and storage industry such as dollies, hand trucks, and walk boards.

Move HQ Warehouse provides real time tracking, web visibility and reporting capabilities on every asset. Every item can be tracked through its life cycle. Inbound inventory data will be captured within HQ Warehouse the same day of receipt and available for viewing on the web. At a minimum, the information to be captured can be:

- Unique Identifier (1D barcode)
- PO number
- Date received
- Quantity
- Manufacturer name/model number

An asset tag will be affixed to every item to track the lifecycle and rotation of that item. The tag will be affixed in a location that will not be conspicuous to the customer.

An Inventory Control Tag will be completed for each item. This is an 8.5x11 adhesive label that will be placed where it can be visible within the racked locations. The purpose of this tag is to identify what the item is without removing protection from the piece whether its pad wrapped, shrink wrapped or in cartons.

Storage units are accessible seven days per week.

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

Storage Trailer Partners

Penske and Payne Trucking, Fredericksburg; Virginia has been Contractor’s longtime partner for storage trailer solutions.

Damage Claims Procedure

POC will notify AT’s Project Manager or Customer Care Advocate verbally, followed up in writing via email, of the damage. Within 24 Hrs. AT will arrange for an inspection and prepare a written report with plan of action. Repairs and/or replacement will be completed within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement cost within thirty (30) calendar days after the date of the completed move.

Security and Safety Adherence

Contractor will comply with all federal, state, and local security and safety requirements, inspections etc. for personnel and vehicles while performing services in Government Buildings. All services shall be performed in conformance with the NFPA, OSHA, TJC, HIPPA and ADA.

Insurance, Permits, Licenses & Operating Authority

Contractor will maintain the required insurance and amounts and all applicable permits, licenses and operating authorities and shall comply with all applicable local, state, and Federal laws.

Performance Evaluation

Contractor will participate in required performance evaluation and will look upon this process as a partnering tool between the Contractor and POC designed to improve performance and communications, if applicable, an opportunity to recognize positive performance and a venue to foster achievement of a quality end product.

Move Coordination Services

Contractor will provide a move plan and move coordination services. These services shall include, but not be limed to, a detailed move plan, see **Project Move Management Technical Approach SAMPLE**, and all activities necessary for the relocation of furnishings, equipment etc. from one location to another, amount of effort required, move sequence, meeting schedules, materials/supplies delivery schedule, task schedules, target deadlines etc.

Project Move Management Technical Approach SAMPLE

| | | |
|---------------------------------------|---------------------------|------------------|
| TBA | "Kick Off" Meeting | |
| Contactor Personnel | | Personnel |
| Project Manager On Site Supervisor | | DGS POC |

Review move schedule, to include delivery and pick up schedule of move

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

materials, logistics.
 Prepare a move plan and move coordination services plan
 Review Employees Responsibilities
 Review Contractor's Responsibilities

PHASE 1 Franklin Building to "E" Building

| TBA Materials Delivery | | |
|---|-----------|---|
| Contractor Personnel | Personnel | Materials |
| On Site Supervisor Laborer Truck | DGS POC | Plastic crates w/ dollies-48 14-day rental Labels-Green |

| TBA Move | |
|---|-----------|
| Contractor Personnel | Personnel |
| Project Manager On site Supervisor Movers Truck's w/ Drivers | DGS-8 |

| TBA Post Move Assistance | |
|---|-----------|
| Contractor Personnel | Personnel |
| On site Supervisor Mover Truck | DGS POC |

Contractor will be on property to assist employees with workspace changes, debris removal to onsite staging area for future pick up etc., hands on assistance.

| TBA Materials Pick Up | | |
|--|-----------|---|
| Contractor Personnel | Personnel | Materials |
| On Site Supervisor Laborer Truck | DGS POC | Plastic crates w/ dollies-48 14-day rental |

| TBA Evaluation & Punch List Completion | |
|---|-----------|
| Contractor Personnel | Personnel |
| Project Manager | DGS POC |

All claims for damaged or lost equipment and/or furniture will be satisfied within thirty (30) days after the date of the completed move at 100% of repair or replacement cost.

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

PHASE 2 Franklin Building to TSU

TBA **Move**

| Contractor Personnel | | Personnel |
|--------------------------------------|--|------------------|
| On site Supervisor Mover Truck | | DGS-1 |

PHASE 3 Franklin Building to Elliot House & Storage

TBA **Materials Delivery**

| Contactoer Personnel | Personnel | Materials |
|--|------------------|--|
| On Site Supervisor Laborer Truck | DGS POC | Plastic crates w/ dollies-90 14-day rental Labels-Purple Plastic Bags Tape Bubble Wrap Stretch Wrap Commercial Bins Gloves Acid Free Paper Corrugated Wrap Corrugated Boxes-various -Wardrobe - Legal Totes -Dish Pack Security Seals -Paper & Metal |

TBA Photo Journal, Packing & Prep Services

| Contractor Personnel | | Personnel |
|-----------------------------|--|------------------|
| | | |

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

| | |
|--|--|
| Project Manager On site Supervisor Packer Truck | |
|--|--|

Contractor is recommending two (2) days for this requirement.

For Asset Management Contractor will prepare a photo journal along with a written inventory for storage contents. A copy of the photo journal and written inventory will be given to DGS.

Contractor will be packing and prepping Common Areas, Lektriever, Mock PO clothing, First Aid Equipment, Class Photos, Large Photos & Memorial Walls, Training Room, to include removing padded flooring,

| TBA Move to Elliot House | | |
|---|--|-----------|
| Contractor Personnel | | Personnel |
| Project Manager On site Supervisor Movers Truck's w/ Drivers | | DGS-15 |

| TBA Move to Storage | | |
|---|--|-----------|
| Contractor Personnel | | Personnel |
| Project Manager On site Supervisor Movers Truck's w/ Drivers | | DGS-15 |

Contractor is recommending three (3) days for this requirement.

| TBA Post Move Assistance | | |
|--------------------------------------|--|-----------|
| Contractor Personnel | | Personnel |
| On site Supervisor Mover Truck | | DGS POC |

Contractor will be on property to assist employees with workspace changes, debris removal to onsite staging area for future pick up etc., hands on assistance.

| TBA Materials Pick Up | | |
|---------------------------------------|-----------|---|
| Contractor Personnel | Personnel | Materials |
| Project Manager On Site Supervisor | DGS POC | Plastic crates w/ dollies-48 14-day rental |

APPLE TRANSFER, INC TECHNICAL CAPABILITY STATEMENT

| | | |
|---------|--|--|
| Laborer | | |
| Truck | | |

TBA Evaluation & Punch List Completion

| Contractor Personnel | Personnel |
|-----------------------------|------------------|
| Project Manager | DGS POC |

All claims for damaged or lost equipment and/or furniture will be satisfied within thirty (30) days after the date of the completed move at 100% of repair or replacement cost.

PHASE 4 Move Back into Franklin House On or about July XXXX

TBA Move

Move back to Franklin Building will be scheduled based on DGS requirements. Contractor will assume logistics will be similar and in reverse of move out. Contractor will be flexible.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO.21-DES-ITB-596

REVISED BID FORM

BIDDERS MUST SUBMIT THE REVISED BID FORM TO BE DEEMED RESPONSIVE.

SUBMIT ONE FULLY COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 2:00 P.M., ON APRIL 22, 2021

FOR PROVIDING MOVING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION


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

SUBMITTED BY:

(legal name of entity)

Apple Transfer, Inc.

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Barbara Ayers CEO/ President

ADDRESS:

11909 Gin Alley, Unit 819. Door 2.

CITY/STATE/ZIP:

Fredericksburg VA 22408

TELEPHONE NO.:

540-657-2855

E-MAIL

ADDRESS:

barbara@appletransfer.com

THIS ENTITY IS INCORPORATED IN:

Virginia

THIS ENTITY IS A:

(check the applicable option)

- | | | | |
|---------------------------|-------------------------------------|----------------------------|--------------------------|
| CORPORATION | <input checked="" type="checkbox"/> | LIMITED PARTNERSHIP | <input type="checkbox"/> |
| GENERAL PARTNERSHIP | <input type="checkbox"/> | UNINCORPORATED ASSOCIATION | <input type="checkbox"/> |
| LIMITED LIABILITY COMPANY | <input type="checkbox"/> | SOLE PROPRIETORSHIP | <input type="checkbox"/> |

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC: 03276334

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

BID FORM, PAGE 2 OF 7

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

619785900

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS?

YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

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

BID FORM, PAGE 3 OF 7

1. **PROVIDE FULLY LOADED HOURLY RATES (BIDDERS MUST PROVIDE PRICING ON ALL LINE ITEMS TO BE DEEMED RESPONSIVE):**

| LABOR RATES | PRICE (NO MINIMUM HOUR REQUIREMENT) | |
|-----------------------------------|--|----------|
| MOVING COORDINATOR (REGULAR TIME) | \$ 29 | PER HOUR |
| MOVING COORDINATOR (OVERTIME) | \$ 29 | PER HOUR |
| SUPERVISOR (REGULAR TIME) | \$ 30 | PER HOUR |
| SUPERVISOR (OVERTIME) | \$ 30 | PER HOUR |
| LABORER (REGULAR TIME) | \$ 28 | PER HOUR |
| LABORER(OVERTIME) | \$ 28 | PER HOUR |
| DRIVER (REGULAR TIME) | \$ 30 | PER HOUR |
| DRIVER (OVERTIME) | \$ 30 | PER HOUR |
| SUPERVISOR (EMERGENCY) | \$ 30 | PER HOUR |
| LABORER(EMERGENCY) | \$ 28 | PER HOUR |
| SUBTOTAL SECTION 1 | \$ 292 | |

2. **BIDDERS SUPPORT EQUIPMENT (BIDDERS MUST PROVIDE PRICING ON ALL LINE ITEMS TO BE DEEMED RESPONSIVE).**

| SUPPLIES & EQUIPMENT | | |
|---|-----------------|----------------------|
| TOTE CARTONS | \$ 2.39 | EA |
| MOVING LABELS | \$ 3.00 | PER 50 LABELS |
| TRACTOR TRAILER | \$ 20 | PER HOUR |
| STRAIGHT TRUCK | \$ 20 | PER HOUR |
| PACK VAN | \$ 20 | PER HOUR |
| STORAGE TRAILER (40 FT. MINIMUM) | \$ 20 | PER WEEK |
| STORAGE FACILITY FEE | \$.85 | PER WEEK /PER SQ.FT. |
| MINIMUM TIME REQUIRED FOR NOTIFICATION BEFORE START OF WORK | 2 | DAYS |
| SUBTOTAL SECTION 2 | \$ 86.24 | |

GRAND TOTAL (SECTION 1 AND 2) \$ 378.24

(TOTAL LABOR AND TOTAL BIDDERS SUPPLIES & EQUIPMENT)

BID FORM, PAGE 7 OF 7

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- X_1. Workers' Compensation Statutory limits of Virginia
- X_2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X_3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X_4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- __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
- X_9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_11. Personal and Advertising Injury Liability. \$1 Million each offense, \$1 Million annual aggregate
- X_12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- __13. Per Project Aggregate
- __14. Professional Liability
 - __a. Architects and Engineers \$1 Million per occurrence/claim
 - __b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - __c. Medical Malpractice \$1 Million per occurrence/claim
 - __d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- X_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. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- __20. Inland Marine-Bailee's Insurance \$ _____
- __21. Moving and Rigging Floater Endorsement to CGL
- __22. Crime and Employee Dishonesty Coverage \$ _____
- __23. Builder's Risk Provide Coverage in the full amount of Contract, including any amendments
- __24. XCU Coverage Endorsement to CGL
- __25. USL&H Federal Statutory Limits
- X_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- X_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- X_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- X_29. Certificate of Insurance shall show Bid Number and Bid Title.
- __30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: Towne Insurance Agency, LLC

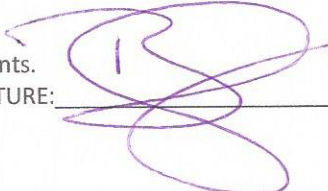
AUTH. SIGNATURE: Leeann Caldwell

OFFEROR'S STATEMENT:

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

BIDDER NAME: Apple Transfer, Inc.

AUTH. SIGNATURE: _____



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

INVITATION TO BID NO. 21-DES-ITB-596

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 22ND DAY OF APRIL 2021

FOR THE PROVISION OF MOVING SERVICES

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 347-973-6905,,790356968#](#) United States, New York City

Phone Conference ID: 790 356 968#

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 OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent
Vanessa Moorehead
Procurement Officer
vmorehead@arlingtonva.us

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 21-DES-ITB-596**. 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.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY APRIL 7, 2021, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. 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 must 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 entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

6. 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, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

7. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

8. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more

goods than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

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

9. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. **Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the 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, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by an Bidder become the property of the County upon receipt.

10. 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.

11. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for non-responsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of non-responsiveness.

17. NEW MATERIAL

Unless the solicitation specifically allows it, all offered goods, materials, supplies and components must be new, not used or reconditioned, and must be current production models. If the Bidder believes that used or reconditioned goods, materials, supplies or components will be in the County's best interest, the

Bidder must notify the County in writing of the reason(s) at least ten business days before the bid deadline. If the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components, such approval will be communicated to the Bidders in an Addendum to the solicitation.

18. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

19. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic 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 or error in the solicitation documents.

20. QUALIFICATION OF BIDDERS

In order to be considered responsible and responsive Bidders shall have the experience described below, and provide the supporting documentation as instructed.

COMPANY QUALIFICATIONS:

Bidders assigned employees shall have the following experience:

SUPERVISOR

Shall have a minimum of two (2) years of experience with corporate moves of all sizes, be fluent in English, and have a valid CDL license. Contractor shall provide on-site supervision during all moves. Upon request of the County, the Contractor shall provide evidence that the supervisor is adequately trained and paid at a higher rate than general laborers.

LABORER

Shall have a minimum of six (6) months of experience with corporate moves of all sizes.

DRIVERS

Drivers shall be working crew members charged at the Supervisor rate listed on the Bid Form.

21. DETERMINATION OF RESPONSIBILITY

In determining "a responsible Bidder", in addition to price, the Agent shall consider: History or good faith assurances of (i) completion by the Bidder and any potential subcontractors of specified safety training programs established by the U.S. Department of Labor, Occupational Safety and Health Administration; (ii) participation by the bidder and any potential subcontractors in apprenticeship training programs approved by state agencies or the U.S. Department of Labor; or (iii) maintenance by the Bidder and any potential subcontractors of records of compliance with applicable local, state, and federal laws, if Bidder is not prequalified by the Virginia Department of Transportation.

22. 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.

23. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

24. 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 an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all 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.

25. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by the lowest responsive bidder's Grand Total on the Bid Form. Arlington County reserves the right to make the award to multiple bidders. Guidelines for assigning orders to the awardees are provided in the Scope of Services

26. INFORMALITIES

The 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 a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

27. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

28. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called "Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned or County-occupied property

must be paid an hourly wage no less than the Living Wage published on the County's website on the date of final execution of the Agreement. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

29. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

30. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

31. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Notification and Reporting

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

32. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

33. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II SCOPE OF SERVICES

The Contractor must furnish all labor, material, equipment, vehicles, and other necessary items to perform on- call moving services per the scope of services contained herein. All personnel are required to be employees of the Contractor. No contract or day laborers are permitted. No subcontracting is permitted under this Contract unless approved in writing by the County Project Officer.

The County may select to make multiple awards, assigning a primary and secondary Contractors based on the lowest and responsive bidder. The secondary contractors will be used only if the primary Contractor cannot fulfill the requested assignment.

No portal-to-portal charges are allowed under this Contract.

A. GENERAL REQUIREMENTS

1. The Contractor is responsible for the freestanding furniture, boxed personal belongings, electronic equipment (including copiers), artwork, equipment, and all other items when they are released by the County to the Contractor for moving under this Contract.
2. All computer and electronic equipment must be transported in a manner that provides protection from damage, moisture, dust, and shock related movement.
3. The Contractor must make the following preparations for the move of personal computers, computer terminals and CPUs, printers, plotters, scanners, fax machines, copiers, and any other miscellaneous peripheral devices.

The County will disconnect all cords, wires, etc., from device and wall outlets.

- a. Each monitor must be packed in a separate box protected from damage. The Contractor must use their professional judgment in providing appropriate boxes (size and type) and packing materials.
 - b. At new locations, the Contractor must place the monitor and associated computer boxes in the designated space. The cables, wires, mouse, keyboard, etc., should be placed on top of or immediately adjacent to the CPU.
 - c. The Contractor **IS NOT RESPONSIBLE** for unpacking boxes unless specifically requested by the County Project Officer.
 - d. The Contractor **IS NOT RESPONSIBLE** for reconnecting cables, cords, etc.
4. The Contractor must remove all boxes and packing material from the designated site immediately after the items are unpacked by County staff. The County Project Officer or designee will notify the Contractor when boxes and packing materials can be collected.
 5. At the County's option, the Contractor must provide either standard moving cardboard boxes or stackable hard plastic crates and a dolly for every four (4) plastic crates or boxes. When

requested, the cost of providing and removal of the hard-plastic crates and dollies must be included in the estimate. Also, when requested, the Contractor must provide the cost for removal of cardboard boxes for recycling or delivery to another County facility as directed and place them as specified.

6. At the County's option, the Contractor will provide packing and unpacking services of such items as books, files, records, etc. The Contractor's fee must include all labor and materials to accomplish the packing and unpacking of items and placing them in order at the new location.
7. The Contractor must assist the County in developing packing, tagging, and numbering procedures and in the coordination for delivery of boxes, packing, and tagging at no additional cost to the County.

B. CONTRACTOR EMPLOYEES

1. All Contractor employees must wear a uniform while performing County tasks. The uniform must clearly identify the company and the first name of the employee. It must be clean and in good repair.
2. All Contractor employees must prominently display photo identification while performing County tasks. The identification is to be provided by the Company and size, style etc., must be approved by the County's Project Officer.
3. The County reserves the right to reject Contractor's service personnel who, in the County's sole judgment, are not adequately qualified to perform the work.

C. MOVE COORDINATION SERVICES

The Contractor is required, upon request from the County, to provide a move plan and move coordination services. These services must include a detailed move plan and all activities necessary for the relocation of furnishings, equipment, etc., from one location to another. All planning and stages of coordination should be geared to meet a specific move date. The coordinator must determine the amount of effort required, plan the sequencing of the move, arrange for meetings, schedule delivery of packing boxes, ensure those being moved understand their tasks and schedule deadlines, be on-site as a troubleshooter on the day(s) of the move, etc.

A separate charge for this service must be indicated on the Bid Form. The rate specified must include all direct and indirect overhead costs such as transportation, general and administrative costs, etc.

D. MOVE CONSULTATION MEETINGS

Each move will have its own scope of services. Occasionally during the move process the Contractor may be required to attend meetings with a department(s) being moved to answer questions. The County will make every effort to keep these meetings infrequent and less than an hour in duration. If the County elects to contract for move coordination services these consultation meetings will be covered under that scope of services. These infrequent move consultation meetings are considered part of the Contractor's overhead costs and not separately billable under this Contract.

E. COORDINATION WITH MOVE COORDINATOR (MC)

The MC is a County staff person, approved by the County Project Officer or designee, from the department requesting a move. This person is the point-of-contact for coordinating the move with the

Contractor. The Contractor must work closely with the County's MC prior to and during any office move to coordinate all move issues at no additional cost to the County.

F. TIME ON THE JOB

Hours on the job will be computed from the arrival at the "move from" job site to the departure from the "move to" job site; no portal-to-portal charges are allowed under this contract. When the Contractor's move team is assembled at the "move from" site, his/her supervisor must meet with the County's Project Officer or designee. The purpose of this meeting is to verify the starting time, number and job title of the workers present and resolve any last-minute issues. This meeting is mandatory, and the supervisor is required to sign a tally sheet.

The Contractor's on-site supervisor must obtain the County representative's written approval of time worked and the number of workers used at the end of each day. This written approval is required and must be obtained from the County Project Officer or designee prior to the commencement of any move.

G. WORKING HOURS

Most moves will take place during normal business hours. Normal Business Hours are 7:00 a.m. to 5:00 p.m. with some weekend, night, and Holiday work may be necessary and included into those hours. Overtime charges will apply only if approved in advance by the County Project Officer when the crew has worked more than eight (8) consecutive hours in one (1) day in the performance of work under this contract. Weekend and night work are considered regular hours. The Contractor's invoice must reflect the actual hours worked as approved by the County Project Officer. The Timesheet must be provided with the invoice.

Bidders may not require a minimum number of hours for which the County must pay even if work is less than the minimum hour requirement. For example, if the Contractor works for two (2) hours, the Contractor will be paid for two (2) hours of work.

Bidders must provide a Holiday rate on the Bid Form. Please visit <https://topics.arlingtonva.us/holiday-schedule/> to review the County's observed holiday schedule.

H. BUILDING WALK-THROUGHS AND BUILDING PROTECTION

The Contractor must conduct, coordinate, and document pre-move walk-throughs with the County Project Officer or designee to verify pre-existing conditions in and damages to the building at no additional cost to the County.

The Contractor must protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection as approved by the County at no additional cost. The Contractor must notify the County in writing and with digital photographs of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move; the MC will verify the documented damage and notify the Contractor when to proceed with the move. Once the move is completed the Contractor and MC must inspect for any damage caused by the move. Any damage caused by the Contractor must be repaired or replaced at the Contractor's expense within a reasonable period of time, but not to exceed one (1) month.

I. RESPONSE TIME

The Contractor must perform any move within three (3) business days of notification from the County to proceed with the move.

Contractor must provide the name and contact information and for an individual to serve as the Contractor's primary point of contact during normal working hours. If the Contractor is using a voice mail system or answering service, that system or service must initiate a call-back to the sender within thirty (30) minutes of the initial call. A thirty (30) minute call back is required while the Contractor is on a scheduled move.

J. EMERGENCY MOVES

The County may require moving services on emergency basis as a result of flood, fire, etc. If required, the County will notify the Contractor via phone and provide necessary information such as equipment and supplies and the size of the crew needed.

The Contractor is required to mobilize its crew on-site within two (2) hours of receipt of County notification for an emergency move.

Bidders must provide the name and contact information for an individual that will serve as the Contractor's emergency point-of-contact in the space provided in the Bid Form. This individual must be available twenty-four (24) hours a day, seven (7) days a week, via phone, text, or email to respond to County calls in an event of emergency.

K. ESTIMATES

The Contractor must provide a written not-to-exceed estimates for each move no later than three (3) business days after site visit unless the Contractor and the County agree to a different time. Verbal estimates are acceptable for emergency moves. A written estimate for an emergency move must be submitted within three (3) business days as well. Written estimates must be furnished at no additional cost to the County and must include but not be limited to the following:

1. Name of the building, address and/or department or agency to be moved.
2. Whether the move is during normal working hours or outside normal working hours (including nights, weekends or holidays).
3. Estimated number of labor hours itemized by category of worker and number of workers needed within each category.
4. Hourly rate for each category as stated on the Contractor's Bid Form.
5. Estimated supplies cost itemized by type as stated on the Contractor's Bid Form.
6. Cost of special equipment (i.e., forklift, roll-off truck) if required for the move. All costs associated with the special equipment (i.e., insurance, salaries, overhead, profit, truck rates, etc.) must be included in its hourly rate.

L. SETTLEMENT OF DAMAGE CLAIMS

All claims by the County for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement cost.

If during a move under this Contract the contents of any carton become dislodged, disordered or disassociated from its original carton/packaging, the Contractor must reimburse the County at an hourly rate of \$20.00 per hour plus materials to reorganize and repack, if required, the original contents.

The County may withhold payment for the individual moving service in abeyance until all such claims are resolved against the move.

M. CONTRACTOR EMPLOYEES

1. SUPERVISOR

Shall have a minimum of two (2) years of experience with corporate moves of all sizes, be fluent in English, and have a valid CDL license. Contractor shall provide on-site supervision during all moves. Upon request of the County, the Contractor shall provide evidence that the supervisor is adequately trained and paid at a higher rate than general laborers.

2. LABORER

Shall have a minimum of six (6) months of experience with corporate moves of all sizes.

3. DRIVERS

Drivers shall be working crew members charged at the Supervisor rate listed on the Bid Form.

N. VEHICLES

Bidders must provide hourly rates for the use of the following vehicles while performing work under this contract:

1. Pack Van
2. Straight Truck
3. Tractor Trailer

Bidders must also provide a weekly rate for the use of Storage Trailers (40 ft. minimum) during County moves.

O. POST MOVE SERVICES

The County may occasionally request the Contractor to perform work after a move has been completed. The cost of this service when requested shall be at the hourly rates listed on the Bid Form.

P. STORAGE FACILITY

1. A storage space must be available for storing furniture for which the County does not have sufficient storage space. The storage space can be at the Contractor's site or other location. The Contractor must have the ability to receive shipments at their specified site(s). The Contractor must upon direction from the County Project Officer, transport the stored County furniture from their storage site to the County job site.
2. The County will give the Contractor seven (7) calendar days' notice prior to the shipping goods to be stored at the warehouse facility. The Contractor is fully responsible for all damages or loss to the County goods stored at the Contractor's storage facility.

3. The Contractor must, at the direction of the County Project Officer maintain an accurate listing of inventory of the County furniture located at the storage location.

Q. DELIVERY FEES

The County must not be charged a delivery fee when the Contractor simply delivers empty cartons, packing materials, and supplies including labels.

R. COUNTY RESPONSIBILITIES

The County is responsible for packing and boxing all the contents of desks, cabinets, lateral files, etc., which may have to be emptied for the move except where specifically requested otherwise.

S. INVOICES

The invoices must, at a minimum, contain the following information:

1. Project location – building name, address, job ticket# and Purchase order #
2. Description of work performed
3. Date of work performed
4. Name of each supervisor and installer and time actually worked
5. Name and phone number of person(s) that requested the services
6. Name of Project designer
7. Timesheet

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

II. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

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

AGREEMENT NO. 21-DES-ITB-596

THIS AGREEMENT is made, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. **21-DES-ITB-596**.

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on **June 1, 2021** and must be completed no later than **May 31, 2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **June 1, 2022**, to **May 31, 2026** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No.21-DES-ITB-596 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until **May 31, 2022** (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-months of statistics available at the time of the Contract’s renewal.

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

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

7. PAYMENT TERMS

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. WARRANTY

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

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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

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

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

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

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

15. 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.

16. 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.

17. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

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

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

18. OSHA REQUIREMENTS

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

19. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of

hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

21. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment, or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment, and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment, and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

22. 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.

23. FAILURE TO DELIVER

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

24. UNSATISFACTORY WORK

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

25. PROJECT STAFF

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

26. 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.

27. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

29. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

30. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

31. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

32. INDEMNIFICATION

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

33. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

34. COPYRIGHT

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

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

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

35. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

36. CONFIDENTIAL INFORMATION

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

37. ETHICS IN PUBLIC CONTRACTING

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

38. COUNTY EMPLOYEES

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

39. FORCE MAJEURE

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

40. AUTHORITY TO TRANSACT BUSINESS

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

41. RELATION TO COUNTY

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

42. ANTITRUST

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

43. 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.

44. ASSIGNMENT

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

45. AMENDMENTS

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

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

47. DISPUTE RESOLUTION

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

48. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

49. ARBITRATION

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

50. NONEXCLUSIVITY OF REMEDIES

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

51. NO WAIVER

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

52. SEVERABILITY

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

53. 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.

54. ATTORNEY'S FEES

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

55. SURVIVAL OF TERMS

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

56. HEADINGS

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

57. AMBIGUITIES

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

58. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

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

59. ARLINGTON COUNTY BUSINESS LICENSES

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

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding “Service Contract Wage” or “Living Wage”) are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

62. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Premises/Operations - \$500,00 CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- d. Automobile Liability - \$1,000,000 BI/PD each accident, Uninsured Motorist
- e. Owned/Hired/Non-Owned Vehicles - \$1,000,000 BI/PD each accident, Uninsured Motorist

- f. Products Liability - \$1,000,000 CSL BI/PD each occurrence, 1,000,000 annual aggregate.
- g. Completed Operations \$1,000,000CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- h. Contractual Liability (Must be shown on Certificate) - \$1,000,000 CSL BI/PD each occurrence, \$1,000,000 annual aggregate.
- i. Personal and Advertising Injury Liability - \$1,000,000 each offense, \$1,000,000 annual aggregate.
- j. Umbrella / Excess Liability - \$1,000,000 bodily injury, Property Damages and Personal Injury
- k. Miscellaneous E&O/Professional Liability - \$1,000,000 per occurrence/claim.
- l. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- m. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- n. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- o. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission,

commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

63. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

64. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO.21-DES-ITB-596

B I D F O R M

SUBMIT ONE FULLY COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 2:00 P.M., ON APRIL 22, 2021

FOR PROVIDING MOVING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED IN:

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

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

BID FORM, PAGE 2 OF 7

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

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:
THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT: [HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).
VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**
POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

BID FORM, PAGE 3 OF 7

1. PROVIDE FULLY LOADED HOURLY RATES (BIDDERS MUST PROVIDE PRICING ON ALL LINE ITEMS TO BE DEEMED RESPONSIVE):

| LABOR RATES | PRICE (NO MINIMUM HOUR RQUIREMENT) |
|---------------------------|---|
| SUPERVISOR (REGULAR TIME) | \$ PER HOUR |
| SUPERVISOR (OVERTIME) | \$ PER HOUR |
| LABORER (REGULAR TIME) | \$ PER HOUR |
| LABORER(OVERTIME) | \$ PER HOUR |
| SUPERVISOR (EMERGENCY) | \$ PER HOUR |
| LABORER(EMERGENCY) | \$ PER HOUR |
| SUBTOTAL SECTION 1 | \$ _____ |

2. BIDDERS SUPPORT EQUIPMENT (BIDDERS MUST PROVIDE PRICING ON ALL LINE ITEMS TO BE DEEMED RESPONSIVE).

| SUPPLIES & EQUIPMENT | |
|---|------------------|
| TOTE CARTONS | \$ EA |
| MOVING LABELS | \$ PER 50 LABELS |
| TRACTOR TRAILER | \$ PER HOUR |
| STRAIGHT TRUCK | \$ PER HOUR |
| PACK VAN | \$ PER HOUR |
| STORAGE TRAILER (40 FT. MINIMUM) | \$ PER WEEK |
| STORAGE FACILITY FEE | \$ PER WEEK |
| MINIMUM TIME REQUIRED FOR NOTIFICATION BEFORE START OF WORK | DAYS |
| SUBTOTAL SECTION 2 | \$ _____ |

GRAND TOTAL (SECTION 1 AND 2) \$ _____
(TOTAL LABOR AND TOTAL BIDDERS SUPPLIES & EQUIPMENT)

BID FORM, PAGE 4 OF 7

3. MINIMUM QUALIFICATION REQUIREMENTS:

SUPERVISOR

Shall have a minimum of two (2) years of experience with corporate moves of all sizes, be fluent in English, and have a valid CDL license. Contractor shall provide on-site supervision during all moves. Upon request of the County, the Contractor shall provide evidence that the supervisor is adequately trained and paid at a higher rate than general laborers.

LABORER

Shall have a minimum of six (6) months of experience with corporate moves of all sizes.

DRIVERS

Drivers shall be working crew members charged at the Supervisor rate listed on the Bid Form.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

BIDDER NAME: _____

BID FORM, PAGE 5 OF 7

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

BIDDER NAME: _____

BID FORM, PAGE 6 OF 7

REFERENCES

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

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

BIDDER NAME: _____

BID FORM, PAGE 7 OF 7

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- X_1. Workers' Compensation Statutory limits of Virginia
- X_2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X_3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X_4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- __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
- X_9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X_11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- X_12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- __13. Per Project Aggregate
- __14. Professional Liability
 - __a. Architects and Engineers \$1 Million per occurrence/claim
 - __b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - __c. Medical Malpractice \$1 Million per occurrence/claim
 - __d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- X_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. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- __20. Inland Marine-Bailee's Insurance \$ _____
- __21. Moving and Rigging Floater Endorsement to CGL
- __22. Crime and Employee Dishonesty Coverage \$ _____
- __23. Builder's Risk Provide Coverage in the full amount of Contract, including any amendments
- __24. XCU Coverage Endorsement to CGL
- __25. USL&H Federal Statutory Limits
- X_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- X_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- X_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- X_29. Certificate of Insurance shall show Bid Number and Bid Title.
- __30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

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

BIDDER NAME: _____

AUTH. SIGNATURE: _____