**NOTICE OF AWARD OF CONTRACT**

TO: WESTERN BRANCH DIESEL  
12011 BALLS FORD ROAD  
MANASSAS, VIRGINIA 20109  

DATE ISSUED: 02/10/2015  
CURRENT CONTRACT NO: 597-15  

CONTRACT TITLE: DES - AUTOMOTIVE EQUIPMENT REPLACEMENT PARTS  
PRIOR CONTRACT NO: N/A  

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on MARCH 31, 2020.

The contract documents consist of the terms and conditions of Agreement No. 597-15, including any exhibits, attachments, or amendments thereto.

**ATTACHMENTS: AGREEMENT NO. 597-15**

**CONTRACT PRICING: REFER TO AGREEMENT 597-15**

**ALL PO’S COVERING WORK UNDER THIS CONTRACT MUST BE APPROVED IN ADVANCE BY A PURCHASING REPRESENTATIVE.**

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

| VENDOR CONTACT: JOHN BEAVERS | TELEPHONE NO.: 703-369-5005 |
| VENDOR PAYMENT TERMS: NET 30 DAYS | EMAIL ADDRESS: JBEAVERS@WBDIESEL.COM |
| COUNTY CONTACT: C. MATTHEW DAVILA | TELEPHONE NO.: 703-228-6467 |
|  | EMAIL ADDRESS: CMDAVILA@ARLINGTONVA.US |

**CONTRACT AUTHORIZATION**

Guinevere Bruner, CPEP  
Procurement Officer  

Date 2/10/15
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201
(703) 228-3410

INVITATION TO BID NO. 597-15

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA, 22201, UNTIL 2:30 P.M. ON THE 3RD DAY OF FEBRUARY, 2015 FOR:

THE PROVISION OF AUTOMOTIVE EQUIPMENT REPLACEMENT PARTS TO THE ARLINGTON COUNTY EQUIPMENT BUREAU FOR A FIVE (5) YEAR PERIOD.

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

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN OUR CURRENT SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION LINK PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING.

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

Arlington County, Virginia
Office of the Purchasing Agent

Guinevere Bruner, CPPB
Procurement Officer
gbruner@arlingtonva.us

Erin O’Grady
Procurement Office
Eogrady@arlingtonva.us
I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted via e-mail to ERIN O'GRADY in the Office of the Purchasing Agent, at EOGRADY@ARLINGTONVA.US. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 597-15 Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

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

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

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

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

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Modification of or additions the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

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

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

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

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

7. **ERRORS IN EXTENSION**
Where the unit price and the extension price are at variance, the unit price will prevail.

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

9. **"OR EQUIVALENT" BIDS: NOT USED**

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

11. **EXPENSES INCURRED IN PREPARING BID**
Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

12. **SAMPLES: NOT USED**

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

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

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

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

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

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

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

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

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

20. **ARLINGTON COUNTY BUSINESS LICENSES**
The successful bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.
21. **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 limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

22. **BID WITHDRAWAL PRIOR TO BID OPENING**
No bid may be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Arlington County Purchasing Agent prior to the time set for the opening of bids.

23. **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 bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if Arlington 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.

24. **PARKING**
At most Arlington County government facilities, parking for contractors’ vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).
25. **ESTIMATED QUANTITIES/ NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT**

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

26. **TRADE SECRETS OR PROPRIETARY INFORMATION**

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

27. **INTEREST IN MORE THAN ONE BID AND COLLUSION**

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

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

Lowest bidder will be determined by the lowest total provided on the Bid Form and Attachment A – Pricing sheet.

29. **CONDITIONS OF THE RIDER CLAUSE**

The successful bidder will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

c. The awardee is solely responsible for notification to the identified jurisdictions of the availability of the award.

d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

e. Participating jurisdictions will be permitted to purchase at contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the successful bidder and will be responsible for placing orders directly with the successful bidder, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.

f. Each participating jurisdiction has the option of executing a separate contract with the successful bidder. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the successful bidder, the awardee may withdraw its extension of the award to that jurisdiction.

g. Any extension to another jurisdiction shall be at the unit prices identified on the Bid Form. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or...
the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

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

Arlington County ("County") will receive bids for the provision of automotive equipment replacement parts on an as-needed basis for a five (5) year period.

Bidders shall complete Attachment A - Price List to include: the Manufacturer's list price and Discount Percentage. The spreadsheet will automatically calculate the County Net Price and the extended price for the parts listed.

The Bidder shall provide pricing for all the parts listed. Any Bidder that does not bid on all items will be considered unresponsive and their bid will be subject to rejection. **IF A BID IS SUBMITTED WITHOUT A COMPLETED COPY OF ATTACHMENT A - PRICE LIST, THE BID WILL BE CONSIDERED UNRESPONSIVE AND WILL BE SUBJECT TO REJECTION.**

The award may be made by each group or may be made to the overall low responsive and responsible bidder, whichever is deemed in the best interest of the County.

1. OEM Parts
The Contractor shall provide Original Equipment Manufacturer (OEM) automotive equipment replacement parts to the Arlington County Equipment Bureau for County vehicles. The specifications reflecting the original manufacturer and part numbers specified are set forth for required purposes in order to maintain satisfactory functioning of County vehicles. The parts listed on Attachment A (pricing) are a only a sample of the parts needed, as additional parts not on Attachment A may be required for the repair of County vehicles.

2. Contract Pricing
The Bidder shall provide parts at the percentage discount from the Manufacturer's list price on the bid form - Attachment A. The list price shall be taken from the most recent National Standard Manufacturer's published catalogue.

The Bidder shall apply the percentage discount to the published unit price at the time the order is placed. Discounts shall remain firm for the entire class of items and for the entire contract period (e.g. a discount percentage used to price a specific oil seal shall be used to price all oil seals in the referenced catalog).

The Bidder shall provide a copy of the Manufacturer's price list to the County with their bid, and shall provide the County a copy of the Manufacturer's price list each time a new price list is published.

The Contract Pricing shall remain firm for the first year of the Contract. After the first year, the Contractor may request a price adjustment based on a change in the Manufacturer’s price list. Any changes in Contract Pricing must be submitted in writing to the Purchasing Agent with a copy of the updated Manufacturer’s price list and executed through a formal amendment.
3. DELIVERY
All Parts are purchased Freight On Board (F.O.B.) destination freight prepaid to the Arlington County Equipment Bureau, located at 2701 South Taylor Street, Arlington, VA 22206. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the discount submitted by the Contractor with its bid.

Bidders will deliver parts to the County within one (1) business day for stock items. If orders are placed prior to 12:00pm, delivery shall be made by 12:00pm the next business day. If orders are placed after 12:00pm, delivery shall be made by 5:00pm the next business day. Non Stock items shall be delivered to the County no later than seven (7) business days after receipt of order and shall arrive no later than 12:00pm of the 7th business day after receipt of order. Failure of the Contractor to comply with this requirement more than three (3) times in a given month will constitute grounds for termination of this Contract.

4. AWARD
The award may be made by each group or may be made to the overall low responsive and responsible bidder, whichever is deemed in the best interest of the County. In order to qualify for award consideration, a bidder must bid on all of the items in each group. Bids not meeting this requirement will be disqualified for award.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 597-15.

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

2. CONTRACT TERM
The term of this Agreement will commence on the date of execution by the County, and shall be completed no later than MARCH 31, 2020 subject to any written modifications as provided for in the Contract Documents.

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 597-15 at the prices provided in the bid of the Contractor.

The Contract Pricing shall remain firm for the first year of the Contract. After the first year, the Contractor may request a price adjustment based on a change in the Manufacturer's price list. Any changes in Contract Pricing must be submitted in writing to the Purchasing Agent with a copy of the updated Manufacturer's price list and executed through a formal amendment.

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

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

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6. **PAYMENT OF SUBCONTRACTORS**

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
7. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

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

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

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

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11. **WARRANTY**

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

12. **INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

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

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

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

13. **DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. Failure to adhere to this requirement will result in the County contracting for removal and disposal of Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.
14. **OSHA REQUIREMENTS: NOT USED**

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

16. **PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS: NOT USED**

17. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.
18. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

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

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

20. **FAILURE TO DELIVER**
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.
32. **Antitrust**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

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

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

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

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

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

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

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

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

41. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

43. **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.

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

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

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

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section; Contractor shall request address from Project Officer

AND

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

48. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

49. **ACCESSIBILITY OF WEB SITE: NOT USED**
IV. ATTACHMENTS AND FORMS
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 597-15

BID FORM

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

BIDS WILL BE OPENED AT 2:30 P.M. ON FEBRUARY 3, 2015,

FOR PROVIDING AUTOMOTIVE REPLACEMENT PER THE TERMS, CONDITIONS AND
SPECIFICATIONS OF THIS SOLICITATION:

BIDDERS SHOULD FILL OUT ATTACHMENT A - PRICING TO INCLUDE THE CURRENT
MANUFACTURER PRICE LIST AND THE COUNTY DISCOUNT PERCENTAGE (IN BLUE) TO GET
THE COUNTY NET PRICE AND THE COUNTY EXTENDED PRICE. THE TOTAL BID PRICE WILL
TOTAL AUTOMATICALLY ON ATTACHMENT A. PLEASE PUT THE TOTAL BID ON THE LINE
BELOW:

TOTAL: 79,109.06

GROUP 1 15,750.69 GROUP 2 54,043.89 GROUP 3 9,314.58

PLEASE COMPLETE THE PRICING SHEET (ATTACHMENT A) PROVIDED WITH THE BID
DOCUMENTS AS ATTACHMENT A TO ITB NO. 597-15 AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER
NONRESPONSIVE.

NOTE: THIS IS AN EXCEL SHEET AND WILL AUTOMATICALLY CALCULATE TOTALS WHEN
ENTERED DIRECTLY INTO THE SPREADSHEET THROUGH EXCEL

The undersigned understands and acknowledges the following:

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

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

BIDDER NAME: WESTERN GRAIN & DIESEL

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

Please mark one:

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

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

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

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

**BIDDER NAME:** [signature]

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CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

John Beavers
12011 Ball's Ford Rd
Manassas VA 20107

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE John Beavers Parts Manager

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

NAME (PRINTED): John Beavers
TITLE: Parts Manager

E-MAIL ADDRESS: JBeavers@wssd.es
TEL. NO.: 703-369-5005
<table>
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<tr>
<th><strong>SUBMITTED BY:</strong></th>
<th>(LEGAL NAME OF ENTITY)</th>
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<td>WESTERN GRAND DIESEL INC</td>
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<tr>
<td><strong>ADDRESS:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12011 BULLS FORD RD</td>
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<tr>
<td><strong>CITY/STATE/ZIP:</strong></td>
<td>MANASSAS VA 20109</td>
</tr>
<tr>
<td><strong>TELEPHONE NO.:</strong></td>
<td>703.369.5005</td>
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<tr>
<td><strong>FACSIMILE NO.:</strong></td>
<td>703.369.4812</td>
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<tr>
<td><strong>VA. CONTRACTOR LICENSE #:</strong></td>
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<tr>
<th><strong>THIS FIRM IS A:</strong></th>
<th>* INSERT NAME OF STATE  VA</th>
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<td>* CORPORATION,</td>
<td>** GENERAL PARTNERSHIP,</td>
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<td>** LIMITED LIABILITY COMPANY,</td>
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<td>** SOLE PROPRIETORSHIP</td>
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</table>

| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? | **YES** |

| **IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:** | 54-0641602 |

| ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED |

| IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? | **NO** |

<table>
<thead>
<tr>
<th><strong>BIDDER STATUS:</strong></th>
<th>MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
</tr>
</thead>
</table>

**ITB No. 597-15**

30
PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

A. If authorized by the bidder(s), resultant contract(s) will be
   extended to any or all of the listed members as designated by the bidder
   to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s)
   directly with the successful contractor. There shall be no obligation on
   the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of a
   bidder's bid/proposal.

D. It is the awarded vendor's responsibility to notify the members
   shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a
   separate contract with the awardee. Contracts entered into with a
   participating jurisdiction may contain general terms and conditions
   unique to that jurisdiction including, by way of illustration and not
   limitation, clauses covering minority participation, non-discrimination,
   indemnification, naming the jurisdiction as an additional insured under
   any required Comprehensive General Liability policies, and venue. If,
   when preparing such a contract, the general terms and conditions of a
   jurisdiction are unacceptable to the awardee, the awardee may withdraw
   its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs
   or damages incurred by another jurisdiction as a result of any award
   extended to that jurisdiction by the awardee.

Continued on next page
## BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>JURISDICTION</th>
<th>YES/NO</th>
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<tbody>
<tr>
<td>☑</td>
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<td>☑ Montgomery College</td>
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<td>Alexandria Public Schools</td>
<td>☑ Montgomery County, Maryland</td>
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<td>☑</td>
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<td>☑ Montgomery County Public Schools</td>
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<tr>
<td>☑</td>
<td>Arlington County, Virginia (Schools)</td>
<td>☑ OmniRide</td>
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<td>☑</td>
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<td>☑ Prince George's County, Maryland</td>
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<td>☑</td>
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<td>☑ Prince George's Public Schools</td>
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<td>☑</td>
<td>Charles County Public Schools</td>
<td>☑ Prince William County, Virginia</td>
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<td>☑</td>
<td>College Park, Maryland</td>
<td>☑ Prince William County Public Schools</td>
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<td>☑</td>
<td>Culpeper County, Virginia (District of Columbia)</td>
<td>☑ Prince William County Service Authority</td>
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<td>☑</td>
<td>District of Columbia (Courts)</td>
<td>☑ Rockville, Maryland</td>
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<td>☑</td>
<td>District of Columbia (Public Schools)</td>
<td>☑ Spotsylvania County Schools</td>
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<td>☑</td>
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<td>☑ Stafford County, Virginia</td>
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<td>☑ Takoma Park, Maryland</td>
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<td>☑ Vienna, Virginia</td>
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<td>☑ Virginia Railway Express</td>
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<td>☑ Washington Metropolitan Area Transit Authority</td>
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<td>☑ Washington Suburban Sanitary Commission</td>
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## BIDDER'S LEGAL NAME:

**Western Corr. Pkwy**

## DATE OF BID: 2/13/15
## PRICING SHEET

**PROVISION OF AUTOMOTIVE REPLACEMENT PARTS FOR A FIVE-YEAR PERIOD**

The contract will be awarded to the lowest responsive and responsible bidder.

*Please sign Pricing Sheet after it is printed and include with bid response*

### GROUP I. MEDIUM/HEAVY TRUCK PARTS

**PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>Part Reference No.</th>
<th>ESTIMATED QUANTITY HOURS PER YEAR</th>
<th>Manufacturer Price List</th>
<th>Discount Percentage</th>
<th>County Net Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>5/8&quot; Heater Hose</td>
<td>GATES 28411</td>
<td>50</td>
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<td>ANCO 91-18</td>
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**GROUP TOTAL:** $15,756.69
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<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>Part Reference No.</th>
<th>ESTIMATED QUANTITY HOURS PER YEAR</th>
<th>Manufacturer Price List</th>
<th>Discount Percentage</th>
<th>County Net Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
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<td>Quantity</td>
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<td>Discount %</td>
<td>Discounted Price $</td>
<td>Total $</td>
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**GROUP TOTAL** $54,003.89

**GROUP III. AUTO/LIGHT TRUCK PARTS**

**PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE**

**REAL TIME CAPTIONS OF ARLINGTON COUNTY BOARD AND OTHER GOVERNMENT MEETINGS**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>Part Reference No.</th>
<th>ESTIMATED QUANTITY HOURS PER YEAR</th>
<th>Manufacturer Price List</th>
<th>Discount Percentage</th>
<th>County Net Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1&quot; Heater Hose (per foot)</td>
<td>GATES 28413</td>
<td>400</td>
<td>$ 4.16</td>
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<td>$ 1,131.52</td>
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<tr>
<td>2</td>
<td>Low Tone Horn</td>
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**Company Name:** Western Basket **Bidder's Signature:**

**Date:** 1/2/15 **Page:**
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<th></th>
<th>Description</th>
<th>Part Number</th>
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<th>Price</th>
<th>Tax Rate</th>
<th>Subtotal</th>
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<td>26</td>
<td>Cabin Air Filter</td>
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**GROUP TOTAL: $9,348.48**

**COMPANY NAME:**

**BIDDER'S SIGNATURE:**

**DATE:** [1/1/2023]