TO: ABM Electrical Power Solutions
4390 Parliament Place
Suite S
Lanham, Maryland 20706

DATE ISSUED: April 8, 2015
CURRENT REFERENCE NO: 664-15
CONTRACT TITLE: Triennial Testing and Maintenance

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 14, 2022.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 664-15 and the bid of the Contractor incorporated herein by reference.

ATTACHMENTS:
BID FORM
PRICING SHEET
ITB 664-15

CONTRACT PRICING:
REFER TO BID FORM (ATTACHED)
PRICING BID IS FOR SEVEN YEARS FOR EACH TRIENNIAL YEAR

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

CONTACT: Jason Hensley
VENDOR PAYMENT TERMS: NET 30 DAYS
TELEPHONE NO.: 240-487-1915

CONTACT EMAIL: Jason.hensley@abm.com

COUNTY CONTACT: Dennis Dobbs
TELEPHONE NO.: 703-228-6827

CONTRACT AUTHORIZATION

DISTRIBUTION

Guinevere Brunet, CPPB
Procurement Officer
4/8/15
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 664-15

BID FORM

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

BIDS WILL BE OPENED AT 3:00 P.M., ON MARCH 10, 2015

FOR PROVIDING MAINTENANCE AND TRIENNIAL INSPECTION/TESTING OF NINE (9)
 DISTRIBUTION CENTERS (DC'S) AND THIRTY (30) MOTOR CONTROL CENTERS (MCC'S) PER
 THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

PLEASE COMPLETE THE PRICING SHEET (ATTACHMENT A) PROVIDED WITH THE BID
DOCUMENTS AS ATTACHMENT A TO ITB NO. 642-15 AND SUBMIT IT WITH YOUR BID.

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

A CHECK LIST IS PROVIDED TO ENSURE COMPLIANCE WITH INCLUDING DOCUMENTATION
FOR QUALIFIED BIDDERS. PLEASE MAKE SURE YOU BID SUBMISSION INCLUDES THE
REQUIRED FORMS/CERTIFICATIONS.

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: ASI ELECTRICAL POWER SOLUTIONS

JASON HENSCHEL

ITB No. 664-15
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TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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: ABC ELECTRICAL POWER SOLUTIONS

JASON HENSLY

ITB No. 664-15

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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):

ABM Electrical Power Solutions
C/O Jason Hensley
4390 Parliament Place Suite S
Landover, MD 20786

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE
Jason C. Hensley - Account 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): Jason C. Hensley
TITLE: Account Manager

E-MAIL ADDRESS: Jason.Hensley@abm.com
TEL. NO.: 443-721-8591

ITB No. 664-15
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**BID FORM, PAGE 4 OF 7**

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>ARM ELECTRICAL POWER SOLUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>4390 Parliament Place Suite 3</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>LANHAM MD 20706</td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
<td>443-721-8591</td>
</tr>
<tr>
<td>FACSIMILE NO.:</td>
<td>301-735-8953</td>
</tr>
</tbody>
</table>

**THIS FIRM IS A:** • INSERT NAME OF STATE ___ MD ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP

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

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:** 52-2133662

**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

**BIDDER STATUS:** MINORITY OWNED: ___ WOMAN OWNED: ___ NEITHER: X

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**Check List for Required Documentation included:**

- NETA (International Electrical Testing Association) YES ______
- Certified Technician/Level 3 or Certified Senior Technician/Level 4 YES ______
- NICET (National Institute for Certification in Engineering Technologies) NO ______
- Engineering Technician/Level 3 or Senior Engineering Technician/Level 4, specifically in Electrical Testing Technology YES ______
### INSURANCE CHECKLIST

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

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Coverage Minimum(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers' Compensation</td>
<td>Statutory limits of Virginia</td>
</tr>
<tr>
<td>2. Employer's Liability</td>
<td>$100,000 accident, $100,000 disease, $500,000 disease policy limit</td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>$1,000,000 CSL BI/PD each occurrence, $2 Million annual aggregate</td>
</tr>
<tr>
<td>4. Premises/Operations</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>5. Automobile Liability</td>
<td>$1 Million BI/PD each accident, Uninsured Motorist</td>
</tr>
<tr>
<td>6. Owned/Hired/Non-Owned Vehicles</td>
<td>$1 Million BI/PD each accident, Uninsured Motorist</td>
</tr>
<tr>
<td>7. Independent Contractors</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>8. Products Liability</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>9. Completed Operations</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>10. Contractual Liability (Must be shown on Certificate)</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>11. Personal and Advertising Injury Liability</td>
<td>$1 Million each offense, $1 Million annual aggregate</td>
</tr>
<tr>
<td>12. Umbrella Liability</td>
<td>$1 Million Bodily Injury, Property Damage and Personal Injury</td>
</tr>
<tr>
<td>13. Per Project Aggregate</td>
<td></td>
</tr>
<tr>
<td>14. Professional Liability</td>
<td></td>
</tr>
<tr>
<td>a. Architects and Engineers</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td>b. Asbestos Removal Liability</td>
<td>$2 Million per occurrence/claim</td>
</tr>
<tr>
<td>c. Medical Malpractice</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td>d. Medical Professional Liability</td>
<td>Limits as set forth in VA Code 8.01.581.15</td>
</tr>
<tr>
<td>15. Miscellaneous Exclusions</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td>16. Motor Carrier Act End. (MCS-90)</td>
<td>$1 Million BI/PD each accident, Uninsured Motorist</td>
</tr>
<tr>
<td>17. Motor Cargo Insurance</td>
<td></td>
</tr>
<tr>
<td>18. Garage Liability</td>
<td>$1 Million Bodily Injury, Property Damage per occurrence</td>
</tr>
<tr>
<td>19. Garagekeepers Liability</td>
<td>$500,000 Comprehensive, $500,000 Collision</td>
</tr>
<tr>
<td>20. Inland Marine-Bailee's Insurance</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td>21. Moving and Rigging Floater</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td>22. Crime and Employee Dishonesty Coverage</td>
<td></td>
</tr>
<tr>
<td>23. Builder's Risk. Provide Coverage in the full amount of Contract, incl. any amendments</td>
<td></td>
</tr>
<tr>
<td>24. XCU Coverage</td>
<td></td>
</tr>
<tr>
<td>25. USLIP</td>
<td></td>
</tr>
<tr>
<td>26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent</td>
<td></td>
</tr>
<tr>
<td>27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action</td>
<td></td>
</tr>
</tbody>
</table>

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.

X 30. Certificate Holder shall be: The County Board of Arlington County, VA c/o The Purchasing Agent, 2100 Clarendon Blvd., Suite 500, Arlington, VA 22201

31. OTHER INSURANCE REQUIRED:

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**INSURANCE AGENT'S STATEMENT:**

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

**AGENCY NAME:** Wells Fargo

**AUTH. SIGNATURE:**

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**BIDDER'S STATEMENT:**

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

**BIDDER NAME:** Jason Hensley

**AUTH. SIGNATURE:**

ITB No. 664-15

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METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>JURISDICTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria, Virginia</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td>Alexandria Public Schools</td>
<td>Metropolitan Washington Council of Governments</td>
</tr>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Montgomery College</td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
<td>Montgomery County, Maryland Montgomery County Public Schools</td>
</tr>
<tr>
<td>Arlington County Public Schools</td>
<td>Omniride</td>
</tr>
<tr>
<td>Bladensburg, Maryland</td>
<td>Prince George's County, Maryland</td>
</tr>
<tr>
<td>Bowie, Maryland</td>
<td>Prince George's Public Schools</td>
</tr>
<tr>
<td>Charles County Public Schools</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Prince William County Public Schools</td>
</tr>
<tr>
<td>Culpeper County, Virginia</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>District of Columbia</td>
<td>Rockville, Maryland</td>
</tr>
<tr>
<td>District of Columbia Courts</td>
<td>Spotsylvania County Schools</td>
</tr>
<tr>
<td>District of Columbia Public Schools</td>
<td>Stafford County, Virginia</td>
</tr>
<tr>
<td>District of Columbia Water &amp; Sewer Auth.</td>
<td>Takoma Park, Maryland</td>
</tr>
<tr>
<td>Fairfax, Virginia</td>
<td>Upper Occoquan Sewage Authority</td>
</tr>
<tr>
<td>Fairfax County, Virginia</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td>Fairfax County Water Authority</td>
<td>Virginia Railway Express</td>
</tr>
<tr>
<td>Falls Church, Virginia</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
<tr>
<td>Fauquier County Schools &amp; Government, Virginia</td>
<td>Washington Suburban Sanitary Commission</td>
</tr>
<tr>
<td>Frederick, Maryland</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
<td>Frederick County, Maryland</td>
<td>Winchester Public Schools</td>
</tr>
<tr>
<td>Gaithersburg, Maryland</td>
<td></td>
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<tr>
<td>Greenbelt, Maryland</td>
<td></td>
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<tr>
<td>Herndon, Virginia</td>
<td></td>
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<tr>
<td>Leesburg, Virginia</td>
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<tr>
<td>Loudoun County, Virginia</td>
<td></td>
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<tr>
<td>Loudoun County Public Schools</td>
<td></td>
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<tr>
<td>Loudoun County Sanitation Authority</td>
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<tr>
<td>Manassas, Virginia</td>
<td></td>
</tr>
<tr>
<td>City of Manassas Public Schools</td>
<td></td>
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<tr>
<td>Manassas Park, Virginia</td>
<td></td>
</tr>
<tr>
<td>Maryland-National Capital Park &amp; Planning Comm.</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER'S LEGAL NAME:** [Signature]

**DATE OF BID:** 3/10/15
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201
(703) 228-3410

INVITATION TO BID NO. 664-15

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 10TH DAY OF MARCH, 2015 FOR:

PROVIDING MAINTENANCE AND TRIENNIAL INSPECTION/TESTING OF NINE (9) DISTRIBUTION CENTERS (DC’S) AND THIRTY (30) MOTOR CONTROL CENTERS (MCC’S) FOR A SEVEN (7) 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.

A pre-bid conference will be held at 10:00 a.m. on February 12th, 2015 in the New Maintenance Building, 3111 South Fern Street, 4th Floor, Arlington, Virginia 22202. BECAUSE ARLINGTON COUNTY CONSIDERS IT CRITICAL THAT ALL BIDDERS OBTAIN A CLEAR UNDERSTANDING OF THE BID REQUIREMENTS, ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY AND A PREREQUISITE FOR SUBMITTING A BID. Bids will be accepted only from those bidders who are represented at the conference. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an amendment. Bidders arriving after the start of the pre-bid conference will be denied admittance.

*PLEASE NOTE THE MANDATORY PRE-BID WILL INCLUDE A TOUR OF THE SBB ELECTRICAL ROOMS. BIDDERS ARE ASKED TO BRING THEIR OWN PROTECTIVE EQUIPMENT (PPE – HARD HAT, SAFETY SHOES, REFLECTIVE VEST, AND SAFETY GLASSES). THE SITE LOCATION IS APPROXIMATELY TWO BLOCKS FROM MEETING LOCATION.

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

Arlington County, Virginia
Office of the Purchasing Agent

Guinevere Bruner, CPP
Procurement Officer
gbruner@arlingtonva.us

ITB No. 664-15
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    RIDER CLAUSE ............................................................ 37
I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted via e-mail to Guinere Bruner in the Office of the Purchasing Agent, at gbruner@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 664-15 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 the County’s intent that this solicitation promotes competition. It shall be the bidder’s responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

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

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

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

ITB No. 664-15
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nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

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

5. EXCEPTIONS
Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, 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. 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.

9. 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.

10. 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 pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its
obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. **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.

12. **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 result in bid rejection by Arlington County.

Each bidder shall be regularly engaged in the testing of electrical equipment, devices, installations, and systems. The lead, on site, technical person shall hold a current certification in one of the following:
- NETA (international Electrical Testing Association)
- Certified Technician/Level 3 or Certified Senior Technician/Level 4
- NICET (National Institute for Certification in Engineering Technologies)
- Engineering Technician/Level 3 or Senior Engineering Technician/Level 4, specifically in Electrical Testing Technology.

The firm shall utilize technicians who are regularly employed by the firm for testing services. The testing firm shall submit proof of the above qualifications with the bid documents.

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

14. **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.

15. **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 services 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 services being procured.

16. **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.

17. **AUTHORITY TO TRANSACT BUSINESS**

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth 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 full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

18. **BID WITHDRAWAL PRIOR TO BID OPENING**

ITB No. 664-15
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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

20. **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).

21. **REQUIREMENTS CONTRACT ACKNOWLEDGEMENT**
Bidder acknowledges that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require items 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 in the contract. For any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.

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

23. **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.

24. **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: calculating the total of line items (1-44) for all seven (7) years as listed on the Pricing Sheet and incorporating the labor cost and materials discount entered by Contractor. All entries made by the Contractor will be used the Bid Evaluation Form. The award formula will be explained to all bidders at the bid opening.

25. **INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. 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. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

26. **CONDITIONS OF THE RIDER CLAUSE**

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:
a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

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

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

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

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

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

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

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

ARLINGTON COUNTY WILL RECEIVE BIDS FOR THE PROVISION OF PROVIDING MAINTENANCE AND TRIENNIAL INSPECTION/TESTING OF NINE (9) DISTRIBUTION CENTERS (DC’S) AND THIRTY (30) MOTOR CONTROL CENTERS (MCC’S) FOR A SIX (6) YEAR PERIOD

THE MAINTENANCE AND TRIENNIAL INSPECTION/TESTING SHALL BE PERFORMED WITHIN THE MAIN PLANT, MAIN OFFICE LOCATED AT 3402 SOUTH GLEBE ROAD. MAINTENANCE AND TRIENNIAL INSPECTION/TESTING SHALL ALSO BE PERFORMED ON THE FOLLOWING MCC’S LOCATED IN REMOTE PUMPING STATIONS AT THE FOLLOWING LOCATIONS WITHIN ARLINGTON COUNTY:

1. KIRKWOOD PUMPING STATION (KWPS), 1616 KIRKWOOD ROAD
2. DOVER LIFT STATION (DOV), 2801 NORTH QUEBEC STREET
3. DONALDSON RUN PUMPING STATION (DON), 2929 NORTH MILITARY ROAD
4. GULF RUN PUMPING STATION (GRPS), 3611 NORTH MILITARY ROAD
5. ROACHES RUN PUMPING STATION (RRPS), 550 LONG BRIDGE DR.
6. WINDY RUN PUMPING STATION (WIN), 2500 NORTH KENMORE STREET
7. LITTLE FALLS BOOSTER STATION (LFLS), 4990 LITTLE FALLS RD
8. LEE PUMPING STATION (LPS), 2400 N. WAKEFIELD DR.
9. MINOR HILL PUMPING STATION, 3600 N. POWHATAN ST.

CONTRACTOR RESPONSIBILITIES:

A. Triennial Inspection/Testing

1) Access to the DC’s, MCC’s, and pumping stations is available 6:00AM-2:30PM, Monday through Friday. Access and testing must be scheduled in advance with the Project Officer.

2) The Contractor shall supply all labor, equipment, materials and supervision necessary to perform the Maintenance and Triennial Inspection/Testing per ANSI/NETA standards.

3) All test equipment used shall have a current calibration. All applicable reports must contain data defining the test equipment used, including the last calibration date.

4) The Contractor shall provide all electrical hardware and connections necessary to perform the tests.

5) Distribution (power) center draw-out air circuit breakers and motor control center circuit breakers will be visually inspected, cleaned, lubricated and tested by primary current injection or secondary injection provided CT’s are tested for:
   a) Long time protection. LTPU and LT delay (time it takes breaker to trip after high current is felt; long time, seconds to minutes).
   b) Short time protection - STPU and ST delay (short time, cycles to milliseconds).
   c) Instantaneous protection - INST PU
   d) Ground fault protection (to include testing of separate G.F. circuits that may not be physically connected to breakers).
   e) Contact resistance (recorded, copy to be given to county).
f) Insulation resistance (recorded between poles and from each pole to ground, to include cables connecting distribution center breakers to motor control center mains. Copy to be given to county).

g) No pick-up at 90% of current rating.

h) Pick-up at 110% of current rating.

i) Under voltage protection (to include testing of under voltage devices that may not be physically connected to breakers).

j) Included in the testing will be inspection for proper operation of all mechanical and electrical interlocks.

k) Verify cell alignment, racking mechanism, and indicators function properly.

l) Insure proper operation of mechanical and electrical open/close functions, anti-pump and charging devices.

m) Inspect and clean arc shuts.

n) Manually close breaker and check contact condition, wipe, pressure, alignment, open spacing and insure contacts operate simultaneously.

o) Clean and lubricate fixed contacts (stabs)

6) Clean and test all molded case breakers and starters in MCC’s for:

a) Breaker trip time curve

b) Instantaneous (if so equipped)

c) Ground fault (if so equipped)

d) Insulation resistance

e) Contact resistance

f) Overload trip time

g) Inspect contact surfaces

7) Hi-pot test all vacuum breakers and starters on 4160 volt Benson starters, and check for contact wear.

8) To arrange for power interruption at specified locations, a 48-hour notice shall be given to Project Officer before commencement of work.

9) Project Officer shall be notified immediately by mobile phone and in writing (email) of all equipment malfunctions found during inspection and testing that require further repair or replacement of parts.
10) All test results to be recorded and copy given to county, one hardcopy and one electronic copy (MS Word or Adobe PDF format). A separate report on each tested DC and MCC showing results of the test shall be typewritten prepared and delivered to the County Project Officer within three (3) days after completion of the test. Each report must contain (but not limited to) the following:

   a) Work Order number, supplied by Project Officer.
   b) DC or MCC location name/number
   c) Date, time, technician

11) If the tested system does not pass the inspection and testing, the Contractor shall supply, in addition to the above specified report, a quote for repairs to make the system functional as designed. Project Officer must approve any repairs in writing (email) before repairs are begun.

12) When performing the testing, all scheduled visits shall be prearranged with the Project Officer not less than five (5) days prior to arriving and shall contact the Project Officer directly when arriving and departing the generation facility to provide a verbal status report of the equipment and/or repairs. Inclement weather or process issues may cause the testing to be rescheduled.

B. Maintenance Tasks

1) When performing the maintenance tasks, all scheduled visits shall be prearranged with the Project Officer not less than five (5) days prior to arriving and shall contact the Project Officer directly when arriving and departing the generation facility to provide a verbal status report of the equipment and/or repairs. Inclement weather or process issues may cause the FM tasks to be rescheduled.

2) Additional materials necessary during maintenance, not previously identified, shall be paid at a discount rate from Manufacturer’s Suggest Retail Price (MSRP). Contracts shall provide the percentage discount on the Bid Form.

C. Invoices

1) Invoices must be accompanied by the signed/witnessed job work tickets

2) Invoices must contain the following information:
   a) Arlington County Purchase Order
   b) WPCB work order number
   c) Location and equipment name(s)
   d) Date(s) worked is performed
   e) Job(s) description
   f) Labor (with hours and rates) charges
   g) Material(s) listed with quantities and charge(s)
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. 664-15.

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 herein as the "Contract" or "Agreement".

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to perform maintenance and triennial inspection/testing of nine (9) distribution centers and thirty (30) motor control centers. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The term of this Agreement will commence on the date of execution by the County, and shall be completed no later than MARCH 14, 2022, subject to any written modifications as provided for in the Contract Documents.

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 664-15 at the prices provided in the bid of the Contractor.

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

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

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

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

9. 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 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.

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

11. REQUIREMENTS CONTRACT
During the Contract Term, the Contractor shall furnish all of the items or services described in the Contract Documents required by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require items 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. In addition, for any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.

12. 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 Contractors provides services without a signed County Purchase Order, it
does so at its own risk and expense.

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

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

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

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

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 shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste") and legal disposal said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement, the County will contract with a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor may be deducted from any payment due to the Contractor.

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

19. **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.
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. **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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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

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

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

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

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

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

28. 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.

29. **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.

30. **INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

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

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

32. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

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

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

33. **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.

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

35. **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.

36. **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.

*ITB No. 664-15*
37. **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.

38. **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.

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

40. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

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

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

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41. **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 or 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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. 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.

49. 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.

50. 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.

51. 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.

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

53. 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.

54. 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.

55. 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

56. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

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

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

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors
or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

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

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

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

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

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

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

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