ARLINGTON PUBLIC SCHOOLS

PURCHASING OFFICE
1426 N. Quincy St., Arlington, VA 22207 • Phone: (703) 228-6123 • Fax: (703) 841-0681
Website: www.apsva.us

David J. Webb, C.P.M.
Director of Purchasing

Joshua A. Makely, CPPB
Assistant Director of Purchasing

Kenneth R. Lawson, CPPB, VCO
Buyer

December 7, 2017

BROTHERS MECHANICAL SERVICES LLC.
Attn: Malkiat S. Nijjer
8996 Mike Garcia Drive
Manassas, VA 20109
Email: mark@bmsfederal.com

SUBJECT: CONTRACT #35FY18 - PROVISION OF KITCHEN REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS

Dear Mr. Nijjer:

Attached for your signature is a Contract for the commodities referenced above. Please have an officer of your firm sign page four (4) of the Contract Between Owner and Contractor and return one original to this office for signature by Arlington Public Schools. A copy of the fully-executed contract will be returned to you for your files.

With the signed Agreement you are also required to furnish a Certificate of Insurance naming Arlington Public Schools as an additional insured and referencing Contract #35FY18 in the description line, (see Section 36 of the Terms and Conditions).

Purchase Order will follow as tasks are identified.

Sincerely,

David J. Webb, C.P.M.
Purchasing Director
Office: (703) 228-6127
Cell: (703) 328-5591
Email: david.webb@apsva.us

cc: Amy Maclosky, Director, Food Services
Steven Bernheisel, Assistant Director, Maintenance

CONTRACT BETWEEN ARLINGTON PUBLIC SCHOOLS AND CONTRACTOR

This Contract 35FY18 is made and entered into this 8th day of December, 2017, by and between Arlington County School Board, operating as Arlington Public Schools ("APS" or "Owner") and Brothers Mechanical Services LLC. ("Contractor"), whose address is 8996 Mike Garcia Drive, Manassas, VA. 20109.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties herby agree as follows:

1. **Scope of Work:**
The Scope of Work for this Contract generally is described as to provide as requested by APS the goods and services necessary for Provision of KITCHEN REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS, as set forth in greater detail in Exhibit A - Scope of Work.

2. **Contract Price:**
The Contract Price shall be as set forth in Exhibit B - Pricing Schedule.

3. **Contract Documents:**
The documents which form the entire Contract between APS and the Contractor ("Contract Documents") are as defined either in this Contract, in the Instructions to Bidders, or in the Terms and Conditions and are as set forth below.

3.1 In the case of a conflict, the order of precedence shall be as follows: Agreement 35FY18 and all modifications properly incorporated in the Agreement, Exhibit A – Scope of Work, Exhibit B – Pricing Schedule, Exhibit C – Terms and Conditions, Exhibit D – Contractor Certifications Regarding Criminal Convictions, Exhibit E – Sample Purchase Order, Exhibit F – Job Authorization Form, Exhibit G - Certificate(s) of Insurance, ITB/Associated Documents.

3.1.1 Agreement 35FY18 and all modifications properly incorporated in the Agreement
3.1.2 Exhibit A – Scope of Work
3.1.3 Exhibit B – Pricing Schedule
3.1.4 Exhibit C – Terms and Conditions
3.1.5 Exhibit D – Contractor Certifications Regarding Criminal Convictions
3.1.6 Exhibit E – Sample Purchase Order
3.1.7 Exhibit F – Job Authorization Form
3.1.8 Exhibit G - Certificate(s) of Insurance
3.1.9 ITB/Associated Documents

3.2 All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.

3.3 The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

3.4 The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making

any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

4. Definitions:

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

5. Contract Term:

5.1 The initial term of this Contract shall be for a period of one (1) year commencing on the date the Contract is fully executed by the APS Purchasing Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the APS Purchasing Agent, unless otherwise terminated as provided in the Contract Documents.

5.2 This Contract may be renewed for a term not to exceed one (1) year by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding term. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) additional one-year periods at the same terms and conditions for a maximum cumulative duration of five (5) years.

5.3 The Contract unit prices will remain firm for the first Contract term. Unit price increases for ensuing Contract terms shall only be considered by the Purchasing Agent upon receipt of a written request from the Contractor substantiating to the satisfaction of the Purchasing Agent increased cost of performance over the preceding Contract term. Any increases approved by the Purchasing Agent shall be limited to an amount not to exceed equal to the percentage of movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending three (3) months prior to end of the expiring Contract term. The Contract unit prices changed as a result of this formula will become effective on the commencement date of the new term and shall be binding on the Contractor for the ensuing Contract term.

5.4 Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

5.5 All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS for the goods or services provided under the Contract, APS will terminate the Contract, without termination charge or other liability to APS, 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. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any goods or services to be provided after such termination date.

5.6 APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

6. Direction to Proceed:

6.1 For each specific task to be performed by Contractor under this Contract, the Purchasing Agent will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Exhibit C. Contractor shall not commence any Work until a written Purchase Order has been issued by the Purchasing Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Purchasing Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is

issued by anyone other than the Purchasing Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Purchasing Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

6.2 Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, APS through the Purchasing Agent or his authorized designee may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular APS working Day following issuance of such Owner directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to APS of such emergency Work by 5:00 P.M. on the next regular APS Working Day following commencement of such emergency Work.

7. Estimated Quantities; No Guaranteed Minimum:

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents of Contractor by APS. The Contractor understands and agrees that there are no guaranteed minimum purchases and that APS has no obligation to the Contractor if no, or fewer, items or services than any quantities estimated are required or requested by APS. Any quantities which are included in the Contract Documents are the reasonable present expectations of those who are planning for APS for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that APS 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 APS may require goods and/or services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract

8. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

9. Assignments:

9.1 This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this section.

9.2 Contractor acknowledges that, if so stated in the Bid Documents, this Contract is subject to the cooperative procurement provisions of Va. Code Ann. § 2.2-4304.

10. Governing Law:

This Contract, the Bid Documents, and the Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. The exclusive jurisdiction, forum and venue for any litigation with respect to this Contract, the Bid Documents, or the Contract Documents shall be in the state courts of Arlington County, Virginia.

11. Binding Agreement:

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

SIGNATURES APPEAR ON FOLLOWING PAGE

CONTRACTOR

BROTHERS MECHANICAL SERVICES LLC.

By: Jennifer Cassiano

Jennifer Cassiano
(Name Printed)

Title: Administrator

Date: 12/08/17

ARLINGTON PUBLIC SCHOOLS

By: David Webb

David J. Webb, C.P.M.
Purchasing Agent

Date: December 8, 2017

Attachments:

Exhibit A	Scope of Work
Exhibit B	Pricing Schedule
Exhibit C	Terms and Conditions
Exhibit D	Contractor Certifications Regarding Criminal Convictions
Exhibit E	Sample Purchase Order
Exhibit F	Job Authorization Form
Exhibit G	Certificates of Insurance

EXHIBIT A SCOPE OF WORK

1.0 SPECIFICATIONS:

1.1 The Contractor shall provide KITCHEN REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS for the locations listed on the Pricing Schedule. Contractor shall supply services to maintain all of the equipment in safe, reliable and efficient operating condition. The services shall include furnishing necessary managerial, administration, labor personnel, and shall also include furnishing all necessary transportation, equipment, tools, supplies and materials required to perform inspection, maintenance and repair to maintain the equipment listed in the Pricing Schedule in accordance with the manufacturer's specifications.

1.2 No Sub-Contractors will be used without the express written permission of the APS Project Officer.

1.3 No "Portal-to-Portal" charges or fuel surcharges are permitted under the awarded Contract.

2.0 REFERENCES – BIDDERS MINIMUM QUALIFICATIONS:

2.1 The Contractor must maintain a current Commonwealth of Virginia Department of Professional and Occupational Regulation (DPOR) Class A Contractors License with a Specialty Classification of HVAC (HVA) or REFRIGERATION (REF) during the term of this Contract.

3.0 PERSONNEL:

3.1 The Contractor's personnel shall be equipped with all tools required to perform the job.

3.1.1 Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. Tools of the trade and other trade consumables are not valid Contract expenses. The cost of consumables (including, by way of illustration and not limitation, solder, caulking, tape, wirenuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

3.2 If any person employed on the work by the Contractor shall appear to the APS Project Officer to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the request of the APS Project Officer, and shall not again be re-employed (on subject project) except on written consent of the APS Project Officer.

3.2.1 Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of any of these items on the job site by a Contractor's employee will result in immediate removal of the individual from the site.

3.2.2 The use of tobacco is prohibited on APS property by anyone at any time.

3.3 APS reserves the right to reject any of Contractor's service personnel who, in APS' judgment, are not adequately qualified to perform the work.

3.4 A Contractor's vehicle parked at an APS site other than in a parking space or at on-street parking will be clearly labeled with the Contractor's name.

3.5 When entering any APS building, the Contractors' employees shall have picture identification. Identification shall include employees photograph and name. The Contractor's employees are required to check-in at each location with the Main Office or the Building Manager when reporting to the work site. Prior to leaving a site, the Contractor's employees will also be required to check-out with the Main Office and/or the APS Project Officer.

4.0 ESTIMATES

4.1 All repair work requires the submission of a detailed, written Not to Exceed Cost Proposal (Cost Proposal) from the Contractor(s).

4.2 The Cost Proposals shall be furnished by the Contractor(s) at no charge and are considered an overhead item to be included in the bid amount using the JOB AUTHORIZATION FORM (JAF) in Exhibit F.

4.3 Contractor(s) shall inspect each site upon request within four (4) business days after initial contact from APS, to ascertain the site conditions and work to be performed. Within four (4) business days of visiting the site(s), the Contractor(s) shall be required to provide a Cost Proposal in the form of a detailed JAF for the entire work to be completed in accordance with the Contract requirements and instructions listed in the Contract, Project Manual and/or drawings. Contractor(s) shall use the JAF to submit their Cost Proposal. The Cost Proposals are to be detailed, outlining the Contract unit prices and materials. All Cost Proposals shall be based on the unit prices provided in the Pricing Schedule. The unit prices will also be used for additions and/or deletions of work identified in the cost proposal. Unit Prices shall include all labor, tools, profit, and, overhead as may be necessary to complete the requested work.

4.4 Any Cost Proposal greater than $100,000.00 is not covered by this Contract and will be subject to a separate solicitation.

4.5 The size of the assigned jobs will vary throughout the Contract term. Payment shall be based on actual work hours and the Contract Unit Prices for the work, regardless of the estimate submitted.

5.0 EMERGENCY RESPONSE SERVICE

The Contractor(s) shall provide "on-call" Emergency Response service, twenty-four (24) hours per day, seven (7) days per week. The Contractor(s) shall arrive at the job site, with all tools and equipment necessary for the emergency service, within three (3) hours of notification of an emergency. Rates for Critical Response service will be reimbursed at the standard Emergency Response rates listed in the Bid Form. The Contractor(s) shall provide an emergency phone number assigned to an emergency callback service to APS for service required after regular business hours. This number shall be monitored and responded to by the Contractor(s), twenty-four (24) hours a day, seven (7) days a week.

6.0 HOURS OF OPERATION:

Normal work hours for APS are Monday through Friday, excluding holidays, between the hours of 7:00AM and 4:00PM.

7.0 CONTRACT AWARD:

APS reserves the right to add similar services or delete services specified in the subsequent Contract as requirements change during the period of the Contract. Prices for services to be added to the Contract will be mutually agreed to between APS and the Contractor. A Contract amendment will be issued by the APS Purchasing Office for each addition or deletion of services if approved by the Purchasing Agent.

8.0 INVOICING PROCEDURE:

8.1 The Contractor shall submit a summary invoice each month. The invoice must be accompanied by one copy of each signed JAF.

8.2 Invoices will be delivered to the following address:

Arlington Public Schools
Facilities and Operations
2770 South Taylor Street
Arlington VA. 22206

8.3 The invoice shall contain the applicable Purchase Order number, and the name of the school receiving the service.

EXHIBIT B PRICING SCHEDULE

PART A – QUATERLY INSPECTONS

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
1	ABINGDON	WALK IN COMBINATION COOLER/FREEZER BOX ONLY	BALLY	UNKNOWN	$72.00
2	ABINGDON	PASS THRU REFRIGERATOR #1	CONTINENTAL	DL1R-SS-PT-HD	$72.00
3	ABINGDON	PASS THRU REFRIGERATOR #2	CONTINENTAL	DL1R-SS-PT-HD	$72.00
4	ABINGDON	BULK MILK COOLER	NORLAKE	SC82-1	$72.00
5	ABINGDON	MILK COOLER #1	CONTINENTAL	MC3-SS-D	$72.00
6	ABINGDON	MILK COOLER #2	CONTINENTAL	MC3-SS-D	$72.00
7	ARLINGTON TRADITIONAL	WALK IN FREEZER BOX	THERMO KOOL	TK3676-WF-1	$72.00
8	ARLINGTON TRADITIONAL	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LET065BJ	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
9	ARLINGTON TRADITIONAL	WALK IN FREEZER CONDENSER	TECUMSEH	AH2511KC	$72.00
10	ARLINGTON TRADITIONAL	WALK IN REFRIGERATOR BOX	THERMO KOOL	TK3676-WF-1	$72.00
11	ARLINGTON TRADITIONAL	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	APT130AJ	$72.00
12	ARLINGTON TRADITIONAL	WALK IN REFRIGERATOR CONDENSER	COPELAND	F3AM-A175TFC-001	$72.00
13	ARLINGTON TRADITIONAL	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
14	ARLINGTON TRADITIONAL	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	JAJ9486EXDXC	$72.00
15	ARLINGTON TRADITIONAL	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
16	ASHLAWN	REACH IN REFRIGERATOR #1	BEVERAGE AIRE	ST58N	$72.00
17	ASHLAWN	REACH IN REFRIGERATOR #2	FEDERAL	RSSM660SC	$72.00
18	ASHLAWN	WALK IN REFRIGERATOR	VULCAN	UNKNOWN	$72.00
19	ASHLAWN	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	RLC072DM11	$72.00
20	ASHLAWN	WALK IN REFRIGERATOR CONDENSER	COPELAND	E7AB-A100-TAC-001	$72.00
21	ASHLAWN	WALK IN FREEZER CONDENSER	COPELAND	EBAM	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
22	ASHLAWN	WALK IN FREEZER EVAPORATOR	HEATCRAFT	ELC056FS2	$72.00
23	BARCROFT	WALK IN FREEZER BOX	BALLY	3476	$72.00
24	BARCROFT	WALK IN FREEZER CONDENSER	TRENTON	TEHA020L6HT3BF	$72.00
25	BARCROFT	WALK IN FREEZER EVAPORATOR	BALLY	BF200A-3	$72.00
26	BARCROFT	WALK IN REFRIGERATOR BOX	BALLY	3476-3	$72.00
27	BARCROFT	WALK IN REFRIGERATOR EVAPORATOR	BALLY	BA160A-4	$72.00
28	BARCROFT	ICE CREAM BOX	KELVINATOR	CMCT4-4	$72.00
29	BARCROFT	REACH IN REFRIGERATOR #1	FEDERAL	RSSM660SC	$72.00
30	BARCROFT	REACH IN REFRIGERATOR CONDENSER #1	TECUMSEH	AJA9486EXDXC	$72.00
31	BARCROFT	REACH IN REFRIGERATOR CONDENSER #2	TECUMSEH	AJA9486EXDXC	$72.00
32	BARCROFT	REACH IN REFRIGERATOR #2	BEVERAGE AIRE	BKVST58N	$72.00
33	BARCROFT	REACH IN REFRIGERATOR #3	BEVERAGE AIRE	ST58N	$72.00
34	BARCROFT	REACH IN REFRIGERATOR #4	BEVERAGE AIRE	ST58N	$72.00
35	BARRETT	WALK IN REFRIGERATOR BOX	SOUTHERN STAINLESS	CL-FZ-DJ-81C	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
36	BARRETT	WALK IN REFRIGERATOR CONDENSER	TRENTON	TEHA015H2HT3BB	$72.00
37	BARRETT	WALK IN REFRIGERATOR EVAPORATOR	BOHN	ADT104AK	$72.00
38	BARRETT	WALK IN FREEZER BOX	SOUTHERN STAINLESS	CL-FZ-DJ-81	$72.00
39	BARRETT	WALK IN FREEZER EVAPORATOR	BOHN	LET0901F	$72.00
40	BARRETT	WALK IN FREEZER CONDENSER	HEATCRAFT	0SL0210L63P	$72.00
41	BARRETT	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
42	BARRETT	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
43	BARRETT	ICE CREAM BOX	MASTERBUILT	GT-50	$72.00
44	BARRETT	REACH IN REFRIGERATOR #1	BEVERAGE AIRE	ST58N	$72.00
45	BARRETT	REACH IN REFRIGERATOR #2	BEVERAGE AIRE	ST58N	$72.00
46	CAMPBELL	WALK IN REFRIGERATOR	UNKNOWN	LABEL MISSING	$72.00
47	CAMPBELL	CONDENSER FOR WALK IN REFRIGERATOR	TRENTON	TEHA008H2HS2BB	$72.00
48	CAMPBELL	EVAPORATOR FOR WALK IN REFRIGERATOR	TRENTON	TLP209MAS1B	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
49	CAMPBELL	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
50	CAMPBELL	WALK IN FREEZER	HARFORD DURACOOL	86343-11203R	$72.00
51	CAMPBELL	WALK IN CONDENSER	BALLY	LABEL MISSING	$72.00
52	CAREER CENTER	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	ADT065ANBK	$72.00
53	CAREER CENTER	WALK IN REFRIGERATOR CONDENSER	RDI	86N211619R	$72.00
54	CAREER CENTER	REACH IN FREEZER EVAPORATOR	BOHN	LET090BNBK	$72.00
55	CAREER CENTER	WALK IN FREEZER CONDENSER	RDI	86N26-12101R	$72.00
56	CAREER CENTER	REACH IN REFRIGERATOR	TRUE	TSSU-27-08	$72.00
57	CAREER CENTER	PREP BOX	COLD TECH	S3BRR-18S	$72.00
58	CAREER CENTER	COUNTER TOP REACH IN REFRIGERATOR	SILVER KING	SKDC48	$72.00
59	CAREER CENTER	ICE MACHINE	ICE-O-MATIC	ICE0400HA2	$72.00
60	CAREER CENTER	2-DOOR REACH IN REFRIGERATOR	MIGOLI	R55AT	$72.00
61	CARLIN SPRINGS	WALK IN REFRIGERATOR BOX	THERMO KOOL	TK3478-WF-1	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
62	CARLIN SPRINGS	WALK IN REFRIGERATOR EVAPORATOR	COLD ZONE	AA28-97B	$72.00
63	CARLIN SPRINGS	WALK IN FREEZER BOX	THERMO KOOL	TK3476-WF-1	$72.00
64	CARLIN SPRINGS	WALK IN FREEZER EVAPORATOR	COLD ZONE	AE26-92B	$72.00
65	CARLIN SPRINGS	FREEZER/REFRIGERATOR CONDENSER	COLD ZONE	CZ452A	$72.00
66	CARLIN SPRINGS	REACH IN REFRIGERATOR	FEDERAL	RSSM660SC	$72.00
67	CLAREMONT	REACH IN REFRIGERATOR #1	FEDERAL	RSSM660SC	$72.00
68	CLAREMONT	REACH IN REFRIGERATOR #2	BEVERAGE AIRE	ST58N	$72.00
69	CLAREMONT	WALK IN REFRIGERATOR	BALLY	3678-4-W	$72.00
70	CLAREMONT	CONDENSER FOR WALK IN REFRIGERATOR	COPELAND	KANI-0075-TAC-200	$72.00
71	CLAREMONT	EVAPORATOR FOR WALK IN REFRIGERATOR	BALLY	BA75B4B	$72.00
72	CLAREMONT	ICE CREAM REACH IN FREEZER	KELVINATOR	CMCT4-4	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
73	CLAREMONT	WALK IN FREEZER	BALLY	3678-4-W	$72.00
74	CLAREMONT	CONDENSER FOR WALK IN FREEZER	COPELAND	FJAL-A200-TFC-001	$72.00
75	CLAREMONT	EVAPORATOR FOR WALK IN FREEZER	BALLY	BF150B4B	$72.00
76	DISCOVERY	FREEZER/REFRIGERATOR COMBO #!	MASTERBUILT	KAGA-010E-TAC-800	$72.00
77	DISCOVERY	FREEZER/REFRIGERATOR COMBO #2	MASTERBUILT	SCLZ030WC	$72.00
78	DISCOVERY	REACH IN REFRIGERATOR #1	TRAULSEN	RHT132NPUT-FHS	$72.00
79	DISCOVERY	REACH IN REFRIGERATOR #2	TRAULSEN	RHT132NPUT-FHS	$72.00
80	DISCOVERY	COLD SALAD CASE #1	RANDELL	RAN SCA-45	$72.00
81	DISCOVERY	COLD SALAD CASE #2	RANDELL	RAN SCA-45	$72.00
82	DISCOVERY	COLD SALAD CASE #3	RANDELL	RAN SCA-45	$72.00
83	DISCOVERY	COLD SALAD CASE #4	RANDELL	RAN SCA-45	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
84	DISCOVERY	SMALL REACH IN REFRIGERATOR #1	TRUE	GDM-07-S-LD	$72.00
85	DISCOVERY	SMALL REACH IN REFRIGERATOR #2	TRUE	GDM-07-S-LD	$72.00
86	DREW MODEL	WALK IN FREEZER BOX	KOLPAK	17903-S	$72.00
87	DREW MODEL	WALK IN FREEZER CONDENSER	RDI	96325121-15R	$72.00
88	DREW MODEL	WALK IN FREEZER EVAPORATOR	RDI	PR149L0	$72.00
89	DREW MODEL	WALK IN REFRIGERATOR BOX	KOLPAK	17610-S	$72.00
90	DREW MODEL	WALK IN REFRIGERATOR CONDENSER	RDI	PR70MOP	$72.00
91	DREW MODEL	WALK IN REFRIGERATOR EVAPORATOR	RDI	PR70MOP	$72.00
92	DREW MODEL	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
93	DREW MODEL	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
94	DREW MODEL	ICE CREAM BOX	KELVINATOR	CMCT4-4	$72.00
95	GLEBE	WALK IN REFRIGERATOR CONDENSER	TECUMSEH	AH256RF-505	$72.00
96	GLEBE	WALK IN REFRIGERATOR EVAPORATOR	BOHN	ADJ0900F	$72.00
97	GLEBE	WALK IN FREEZER CONDENSER	TECUMSEH	AV195RT-037-J7	$72.00
98	GLEBE	WALK IN FREEZER EVAPORATOR	BOHN	LET0651F	$72.00
99	GLEBE	REACH IN REFRIGERATOR #1	BEVERAGE AIRE	ST58N	$72.00
100	GLEBE	REACH IN REFRIGERATOR #2	FEDERAL	RSSM660SC	$72.00
101	GLEBE	ICE CREAM BOX	KELVINATOR	CMCT-4	$72.00
102	GUNSTON	WALK IN REFRIGERATOR BOX	BROWN	VDS-4	$72.00
103	GUNSTON	WALK IN REFRIGERATOR CONDENSER	HEATCRAFT	89016101	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
104	GUNSTON	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	LCS090AJ	$72.00
105	GUNSTON	WALK IN FREEZER BOX	BROWN	VDS-4	$72.00
106	GUNSTON	WALK IN FREEZER CONDENSER	HEATCRAFT	89031701	$72.00
107	GUNSTON	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LSF120BJ	$72.00
108	GUNSTON	REFRIGERATED SALAD BAR	DUNHILL	C6995-SP	$72.00
109	GUNSTON	ICE CREAM BOX #1	KELVINATOR	CMCT-4	$72.00
110	GUNSTON	ICE CREAM BOX #2	KELVINATOR	CMCT-4	$72.00
111	GUNSTON	REACH IN BOX #1	FEDERAL	RSSM660SC	$72.00
112	GUNSTON	REACH IN BOX #2	FEDERAL	RSSM660SC	$72.00
113	GUNSTON	REACH IN BOX #1 CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
114	GUNSTON	REACH IN BOX #2 CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
115	GUNSTON	REACH IN REFRIGERATOR	BEVERAGE AIRE	UR30GFD	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
116	HB WOODLAWN	WALK IN FREEZER BOX	FEDERAL	RSSM660SC	$72.00
117	HB WOODLAWN	WALK IN FREEZER EVAPORATOR	BOHN	LET090BJ	$72.00
118	HB WOODLAWN	WALK IN FREEZER CONDENSER	RDI	AH251OZC	$72.00
119	HB WOODLAWN	REACH IN REFRIGERATOR	TRUE	T-23	$72.00
120	HB WOODLAWN	WALK IN REFRIGERATOR EVAPORATOR	CLIMATE CONTROL	LGC-52-1	$72.00
121	HB WOODLAWN	WALK IN REFRIGERATOR CONDENSER	COPELAND	EBAM-0050-TAC-001	$72.00
122	HB WOODLAWN	ICE CREAM BOX	KELVINATOR	MCT4-1/2	$72.00
123	HENRY	WALK IN FREEZER BOX	BALLY	3676-4	$72.00
124	HENRY	WALK IN FREEZER CONDENSER	BLUE STAR	CLT283AA	$72.00
125	HENRY	WALK IN FREEZER EVAPORATOR	BALLY	BF200A-3	$72.00
126	HENRY	WALK IN REFRIGERATOR BOX	BALLY	3676-4L	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
127	HENRY	WALK IN REFRIGERATOR CONDENSER	TRENTON	TEHA010H2-HT3A-B	$72.00
128	HENRY	WALK IN REFRIGERATOR EVAPORATOR	BALLY	BA100A-3	$72.00
129	HENRY	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
130	HENRY	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
131	HENRY	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
132	HOFFMAN BOSTON	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
133	HOFFMAN BOSTON	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
134	HOFFMAN BOSTON	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA94686EXDXC	$72.00
135	HOFFMAN BOSTON	WALK IN REFRIGERATOR BOX	BROWN	VDS-4	$72.00
136	HOFFMAN BOSTON	WALK IN REFRIGERATOR EVAPORATOR	UNREADABLE	LSC90AWAB11	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
137	HOFFMAN BOSTON	WALK IN REFRIGERATOR CONDENSER	HEATCRAFT	BOPH100H23C	$72.00
138	HOFFMAN BOSTON	WALK IN FREEZER BOX	BROWN	VDS-4	$72.00
139	HOFFMAN BOSTON	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LSF120BWAB1J	$72.00
140	HOFFMAN BOSTON	WALK IN FREEZER CONDENSER	HEATCRAFT	BOPH250L63C	$72.00
141	JAMESTOWN	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
142	JAMESTOWN	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
143	JAMESTOWN	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AKA5470EXDXC	$72.00
144	JAMESTOWN	WALK IN REFRIGERATOR BOX	HARFORD	DR3476W5H7-E	$72.00
145	JAMESTOWN	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	RLC0720M11	$72.00
146	JAMESTOWN	WALK IN FREEZER BOX	HARFORD	DR3476W5H7-E	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
147	JAMESTOWN	WALK IN FREEZER EVAPORATOR	BOHN	ELC050CM33	$72.00
148	JAMESTOWN	WALK IN FREEZER CONDENSER	TRENTON	TESA010L6HT3A-F	$72.00
149	JEFFERSON	STAND ALONE REFRIGERATOR	TRUE	T-49	$72.00
150	JEFFERSON	STAND ALONE FREEZER	TRUE	T-49F	$72.00
151	JEFFERSON	SALAD BAR	PEARLESS	L5135	$72.00
152	JEFFERSON	REACH IN REFRIGERATOR #1 BOX	FEDERAL	RSSM660SC	$72.00
153	JEFFERSON	REACH IN REFRIGERATOR #1 CONDENSER	UNREADABLE	AJA9486EXDCX	$72.00
154	JEFFERSON	REACH IN REFRIGERATOR #2 BOX	FEDERAL	RSSM660SC	$72.00
155	JEFFERSON	REACH IN REFRIGERATOR #2 CONDENSER	TECUMSEH	A5A9486EXDCX	$72.00
156	JEFFERSON	WALK IN FREEZER #1 BOX	VULCAN	STEP IN FREEZER	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
157	JEFFERSON	WALK IN FREEZER #1 EVAPORATOR	HEATCRAFT	LET120BK	$72.00
158	JEFFERSON	WALK IN FREEZER #2 BOX	KOLPAK	17400-S	$72.00
159	JEFFERSON	WALK IN FREEZER #2 CONDENSER	TRENTON	TEZA02526-H52A-F	$72.00
160	JEFFERSON	WALK IN REFRIGERATOR #1 BOX	HARFORD	DR4176W6H7-C	$72.00
161	JEFFERSON	WALK IN REFRIGERATOR #1 BOX EVAPORATOR	HEATCRAFT	LET160BSWGJ	$72.00
162	JEFFERSON	WALK IN FREEZER BOX A CONDENSER	HARFORD	PCL304LO	$72.00
163	JEFFERSON	WALK IN REFRIGERATOR BOX	BALLY	3478-3	$72.00
164	JEFFERSON	WALK IN REFRIGERATOR EVAPORATOR	TRENTON	TLP102A	$72.00
165	JEFFERSON	WALK IN REFRIGERATOR BOX B	HARFORD	DR4176W6H7-C	$72.00
166	JEFFERSON	WALK IN REFRIGERATOR BOX EVAPORATOR	HEATCRAFT	ADT156ASWGJ	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
167	JEFFERSON	WALK IN REFRIGERATOR BOX CONDENSER	HARFORD	PCL200MO	$72.00
168	JEFFERSON	WALK IN REFRIGERATOR BOX	HARFORD	DR4176W6H7-G	$72.00
169	JEFFERSON	WALK IN REFRIGERATOR BOX EVAPORATOR	HEATCRAFT	ADT156ASWGJ	$72.00
170	JEFFERSON	WALK IN REFRIGERATOR BOX CONDENSER	HARFORD	PCL200MO	$72.00
171	JEFFERSON	WALK IN REFRIGERATOR BOX	HARFORD	DR4176W6H7-G	$72.00
172	JEFFERSON	WALK IN REFRIGERATOR BOX EVAPORATOR	HEATCRAFT	ADT156ASWGJ	$72.00
173	JEFFERSON	WALK IN REFRIGERATOR BOX CONDENSER	HARFORD	PCL200MO	$72.00
174	JEFFERSON	WALK IN REFRIGERATOR BOX	BALLY	PN-100-3	$72.00
175	JEFFERSON	STEP IN FREEZER EVAPORATOR	VULCAN	STEP IN FREEZER	$72.00
176	JEFFERSON	STEP IN FREEZER CONDENSER	TECUMSEH	AJA2425AXXAB	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
177	JEFFERSON	STEP IN FREEZER EVAPORATOR	VULCAN	STEP IN FREEZER	$72.00
178	JEFFERSON	STEP IN FREEZER CONDENSER	TECUMSEH	AJ2425AC	$72.00
179	JEFFERSON	REACH IN COOLER #1	TURBO AIR	75LB	$72.00
180	JEFFERSON	REACH IN COOLER #2	TURBO AIR	75LB	$72.00
181	KENMORE	WALK IN REFRIGERATOR BOX	BROWN	UNKNOWN	$72.00
182	KENMORE	REACH IN REFRIGERATOR #1 BOX	FEDERAL	RSSM660SC	$72.00
183	KENMORE	REACH IN REFRIGERATOR #1 CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
184	KENMORE	REACH IN REFRIGERATOR #2 BOX	FEDERAL	RSSM660SC	$72.00
185	KENMORE	REACH IN REFRIGERATOR #2 CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
186	KENMORE	STAND ALONE REFRIGERATOR BOX	DELFIELD	SRPT1-G	$72.00
187	KENMORE	STAND ALONE REFRIGERATOR CONDENSER #1	COPELAND	M4PH-A035-1AA-143	$72.00
188	KENMORE	STAND ALONE REFRIGERATOR CONDENSER #2	COPELAND	M4PH-A035-1AA-143	$72.00
189	KENMORE	FREEZER/ REFRIGERATOR CONDENSER	COLD ZONE	C26S2A	$72.00
190	KENMORE	ICE CREAM BOX #1	MASTERBUILT	MV471635	$72.00
191	KENMORE	ICE CREAM BOX #2	MASTERBUILT	MV47635	$72.00
192	KEY	WALK IN REFRIGERATOR CONDENSER	COPELAND	F22AD-A151-CFV-006	$72.00
193	KEY	WALK IN REFRIGERATOR EVAPORATOR	BOHN	ADJ104AJ	$72.00
194	KEY	WALK IN FREEZER CONDENSER	COPELAND	DJAC-0200-CAV-006	$72.00
195	KEY	WALK IN FREEZER EVAPORATOR	BOHN	LET120BJ	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
196	KEY	REACH IN REFRIGERATOR #1	BEVERAGE AIRE	ST58N	$72.00
197	KEY	REACH IN REFRIGERATOR #2	FEDERAL	RSSM660SC	$72.00
198	LONG BRANCH	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
199	LONG BRANCH	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
200	LONG BRANCH	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	ASA3486EXDXC	$72.00
201	LONG BRANCH	WALK IN FREEZER BOX	BROWN	UDS-4	$72.00
202	LONG BRANCH	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LSF094BWAB1J	$72.00
203	LONG BRANCH	WALK IN FREEZER CONDENSER	HEATCRAFT	BOPT24662	$72.00
204	LONG BRANCH	WALK IN REFRIGERATOR BOX	BROWN	UDS-4	$72.00
205	LONG BRANCH	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	LSC052AWAB1J	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
206	MCKINLEY	WALK IN FREEZER BOX	TAFCO	E040	$72.00
207	MCKINLEY	WALK IN FREEZER CONDENSER	COPELAND	CLAC-151-TAL001	$72.00
208	MCKINLEY	WALK IN FREEZER EVAPORATOR	KRACK	5K-16-41ED	$72.00
209	MCKINLEY	WALK IN REFRIGERATOR BOX	TAFCO	E040	$72.00
210	MCKINLEY	WALK IN REFRIGERATOR EVAPORATOR	KRACK	SK-16-52A	$72.00
211	MCKINLEY	WALK IN REFRIGERATOR CONDENSER	COPELAND	E3AH-A0750TAC-001	$72.00
212	MCKINLEY	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
213	MCKINLEY	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AKA9470EXDXC	$72.00
214	MCKINLEY	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
215	MCKINLEY	MILK CASE	CONTINENTAL	MC4-SS-D	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
216	MCKINLEY	ICE CREAM BOX	MASTERBUILT	GT-30	$72.00
217	NOTTINGHAM	ICE CREAM BOX	MASTERBUILT	MW517910	$72.00
218	NOTTINGHAM	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
219	NOTTINGHAM	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
220	NOTTINGHAM	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
221	NOTTINGHAM	WALK IN FREEZER CONDENSER	HEATCRAFT	M0H025L62CF	$72.00
222	NOTTINGHAM	WALK IN REFRIGERATOR BOX	THERMO KOOL	KT-3478-WF-L	$72.00
223	NOTTINGHAM	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	ADT070AML2TKK	$72.00
224	NOTTINGHAM	WALK IN REFRIGERATOR CONDENSER	HEATCRAFT	M0H008D72CF	$72.00
225	NOTTINGHAM	WALK IN FREEZER BOX	THERMO KOOL	KT-3478-WFL	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
226	NOTTINGHAM	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LET090BMC67KC	$72.00
227	OAKRIDGE	COMBINATION CONDENSER	COLD ZONE	CZ452A	$72.00
228	OAKRIDGE	WALK IN REFRIGERATOR BOX	BROWN	VDS-4	$72.00
229	OAKRIDGE	WALK IN REFRIGERATOR EVAPORATOR	COLD ZONE	AA26-87B	$72.00
230	OAKRIDGE	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
231	OAKRIDGE	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
232	OAKRIDGE	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58N	$72.00
233	OAKRIDGE	WALK IN FREEZER BOX	BOHN	VDS-4	$72.00
234	OAKRIDGE	WALK IN FREEZER EVAPORATOR	COLD ZONE	AE26-75B	$72.00
235	RANDOLPH	WALK IN REFRIGERATOR	COPELAND	LABEL MISSING	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
236	RANDOLPH	REACH IN REFRIGERATOR #1	FEDERAL	RSSM660SC	$72.00
237	RANDOLPH	REACH IN REFRIGERATOR #2	BEVERAGE AIRE	STS8N	$72.00
238	RANDOLPH	REACH IN FREEZER	KELVINATOR	CMCT4-2 WHITE	$72.00
239	RANDOLPH	WALK IN FREEZER	BALLY	LABEL UNREADABLE	$72.00
240	RANDOLPH	CONDENSOR FOR WALK IN FREEZER	TRENTON	TEHA025L6HT3BF	$72.00
241	RANDOLPH	EVAPORATOR FOR WALK IN FREEZER	TRENTON	TPLP209LES2BR6	$72.00
242	REED	REFRIGERATOR #1	TRUE	T-49	$72.00
243	REED	REFRIGERATOR #2	TRUE	T-49	$72.00
244	REED	FREEZER #1	TRAULSEN	G22010	$72.00
245	REED	REFRIGERATOR #3	TRUE	T-49	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
246	REED	REFRIGERATOR #4	TRUE	T-49	$72.00
247	REED	FREEZER #2	TRAULSEN	G22010	$72.00
248	SCIENCE FOCUS	REACH IN REFRIGERATOR #1	BEVERAGE AIRE	ST58N	$72.00
249	SCIENCE FOCUS	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
250	SCIENCE FOCUS	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486EXDXC	$72.00
251	SCIENCE FOCUS	WALK IN REFRIGERATOR BOX	BALLY	3676-4-P-W	$72.00
252	SCIENCE FOCUS	WALK IN REFRIGERATOR CONDENSER	BALLY	RTP100-H2-HT3A	$72.00
253	SCIENCE FOCUS	WALK IN REFRIGERATOR EVAPORATOR	BALLY	BA82P-A-S1A	$72.00
254	SCIENCE FOCUS	WALK IN FREEZER BOX	BALLY	3676-4-P-W	$72.00
255	SCIENCE FOCUS	WALK IN FREEZER EVAPORATOR	BALLY	BP87P-ED-52A	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
256	SCIENCE FOCUS	WALK IN FREEZER CONDENSER	BALLY	RP21L6-H3A-BS	$72.00
257	SWANSON	REACH IN REFRIGERATOR #1	FEDERAL	RSSM660SC	$72.00
258	SWANSON	REACH IN REFRIGERATOR #2	FEDERAL	RSSM660SC	$72.00
259	SWANSON	REACH IN REFRIGERATOR #3	TRUE	T-49F	$72.00
260	SWANSON	REACH IN REFRIGERATOR #4	TRUE	GDM-07	$72.00
261	SWANSON	WALK IN REFRIGERATOR BOX	BALLY	NO TAG	$72.00
262	SWANSON	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	ADT090ASWJ	$72.00
263	SWANSON	WALK IN REFRIGERATOR CONDENSER	KOLPAK	PR95MOP	$72.00
264	SWANSON	SALAD BAR	PEERLESS	LS135	$72.00
265	SWANSON	WALK IN FREEZER BOX	KOLPAK	FR-1	$72.00
266	SWANSON	WALK IN FREEZER EVAPORATOR	HEATCRAFT	LET0906SWJ	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
267	SWANSON	WALK IN FREEZER CONDENSER	KOLPAK	PR1991	$72.00
268	SWANSON	ICE CREAM FREEZER	FRIDGIDAIRE	IK403	$72.00
269	SWANSON	ICE MACHINE	MANITOWAC	QD0132A	$72.00
270	SYPHAX BUILDING	COLD CASE # 1	FEDERAL	RSSM478SC-5	$72.00
271	SYPHAX BUILDING	COLD CASE # 2	FEDERAL	RSSM478SC-5	$72.00
272	SYPHAX BUILDING	REACH IN REFRIGERATOR	HOSHIZAKI	CR 18-FS	$72.00
273	SYPHAX BUILDING	SMALL REFRIGERATOR	TRUE	TRUC-47-LP	$72.00
274	SYPHAX BUILDING	SANDWICH PREP REFRIGERATOR	HOSHIZAKI	UNKNOWN	$72.00
275	TAYLOR	REACH IN REFRIGERATOR	FEDERAL	RSSM660SC	$72.00
276	TAYLOR	WALK IN FREEZER BOX	BALLY	3478-2	$72.00
277	TAYLOR	WALK IN FREEZER EVAPORATOR	BOHN	LET651C	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
278	TAYLOR	WALK IN FREEZER CONDENSER	TRENTON	TESA016L6-HT3A-F	$72.00
279	TAYLOR	WALK IN REFRIGERATOR BOX	VOLLRATH	UNKNOWN	$72.00
280	TAYLOR	WALK IN REFRIGERATOR EVAPORATOR	BOHN	UNREADABLE	$72.00
281	TAYLOR	WALK IN REFRIGERATOR CONDENSER	VOLLRATH	75261-5S09	$72.00
282	TUCKAHOE	WALK IN REFRIGERATOR BOX	HARFORD	DR3476W5H7-E	$72.00
283	TUCKAHOE	WALK IN REFRIGERATOR CONDENSER	COPELAND	KAGL0075-TAC-08510	$72.00
284	TUCKAHOE	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	ELC065BK	$72.00
285	TUCKAHOE	WALK IN FREEZER BOX	HARFORD	DR3476W5H7-E	$72.00
286	TUCKAHOE	WALK IN FREEZER EVAPORATOR	HEATCRAFT	ELC065BK	$72.00
287	TUCKAHOE	WALK IN FREEZER CONDENSER	COPELAND	F5AL-B200-TFC-001	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
288	TUCKAHOE	REACH IN REFRIGERATOR BOX	FEDERAL	RSSM660SC	$72.00
289	TUCKAHOE	REACH IN REFRIGERATOR CONDENSER	TECUMSEH	AJA9486FXDXC	$72.00
290	TUCKAHOE	WALK IN REFRIGERATOR EVAPORATOR	HEATCRAFT	ELC065BK	$72.00
291	TUCKAHOE	REACH IN REFRIGERATOR	BEVERAGE AIRE	ST58L	$72.00
292	WASHINGTON LEE	STAND UP REFRIGERATOR	TRAULSEN	RHT232NPUTHHG	$72.00
293	WASHINGTON LEE	ICE CREAM FREEZER #1	MASTERBUILT	GT-40	$72.00
294	WASHINGTON LEE	ICE CREAM FREEZER #2	MASTERBUILT	GT-40	$72.00
295	WASHINGTON LEE	ICE CREAM FREEZER #3	MASTERBUILT	GT-40	$72.00
296	WASHINGTON LEE	ICE CREAM FREEZER #4	MASTERBUILT	GT-40	$72.00
297	WASHINGTON LEE	REACH IN REFRIGERATOR #3	FEDERAL	RSSM660SC	$72.00
298	WASHINGTON LEE	REACH IN REFRIGERATOR #4	FEDERAL	RSSM660SC	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
299	WASHINGTON LEE	REACH IN REFRIGERATOR #5	FEDERAL	RSSM660SC	$72.00
300	WASHINGTON LEE	REACH IN REFRIGERATOR #6	FEDERAL	RSSM660SC	$72.00
301	WASHINGTON LEE	WALK IN REFRIGERATOR BOX	COLD ZONE	HTA26-123BA	$72.00
302	WASHINGTON LEE	WALK IN REFRIGERATOR CONDENSER	COLD ZONE	CZ652A	$72.00
303	WASHINGTON LEE	WALK IN REFRIGERATOR EVAPORATOR	COLD ZONE	AE46185B-D	$72.00
304	WILLIAMSBURG	WALK IN FREEZER BOX	RDI	PR249LOP	$72.00
305	WILLIAMSBURG	WALK IN FREEZER CONDENSER	UNREADABLE	8632712102R	$72.00
306	WILLIAMSBURG	WALK IN FREEZER EVAPORATOR	RDI	PR95MOP	$72.00
307	WILLIAMSBURG	REACH IN REFRIGERATOR #1	FEDERAL	RSSM660SC	$72.00
308	WILLIAMSBURG	REACH IN REFRIGERATOR #2	FEDERAL	RSSM660SC	$72.00
309	WILLIAMSBURG	REFRIGERATED SALAD BAR	DELFIELD	SCSC-74-B	$72.00

ITEM #	SCHOOL	DESCRIPTION	BRAND	MODEL #	1 EACH QUARTERLY INSPECTION PRICE
310	WILLIAMSBURG	STAND UP REFRIGERATOR	TRUE	T-23	$72.00
311	YORKTOWN	ICE MACHINE	MANITOWAC	QM30A	$72.00
312	YORKTOWN	ICE CREAM MACHINE	DERBY	CV40EK	$72.00
313	YORKTOWN	REACH IN REFRIGERATOR	TRUE	GDM-5	$72.00
314	YORKTOWN	SALAD BAR	UNREADABLE	AEA2143YXA	$72.00

PART B

Item No.	Description	Unit Price Per Hour
315	HOURLY RATE FOR TRADESMAN . Normal working hours Monday through Friday between 7:00 AM and 4:00 PM	$129.00
316	HOURLY RATE FOR APPRENTICE HELPER. Normal working hours Monday through Friday between 7:00 AM and 4:00 PM	$99.00
317	OVERTIME RATE FOR TRADESMAN. Working outside the hours of 7:00 AM to 4:00 PM Monday through Friday, Weekends and APS Holidays	$149.00
318	OVERTIME RATE FOR APPRENTICE HELPER. Working outside the hours of 7:00 AM to 4:00 PM Monday through Friday, Weekends and APS Holidays	$99.00
319	EMERGENCY HOURLY RATE FOR TRADESMAN	$149.00
320	EMERGENCY HOURLY RATE FOR APPRENTICE HELPER.	$99.00
321	MATERIALS WILL BE REIMBURSED AT ACTUAL MANUFATURERS INVOICED COST.	

EXHIBIT C - TERMS AND CONDITIONS

Arlington Public Schools
Purchasing Office

CONTRACT No. **35FY18**

TITLE: **TERM CONTRACT FOR THE PROVISION OF KITCHEN REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS**

1. DEFINITIONS:

1.1 **ADDENDUM**: A change to the Bid Documents or Contract Documents issued by the Owner prior to Bid Closing.

1.2 **APS**: Arlington Public Schools, the owner of the property upon which the Work is to be performed or the entity for which the Work is to be performed. See also "Owner.

1.3 **APPARENT LOW BIDDER**: The responsible Bidder submitting the lowest responsive Bid.

1.4 **INTENTIONALLY OMITTED.**

1.5 **BID:** The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

1.6 **BIDDER:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the APS Purchasing Agent and offering to enter into Contracts with APS. The term "Bidder" will be used throughout the Bid Documents and the Contract Documents and shall be construed to mean "offeror" where appropriate.

1.7 **BID CLOSING**: The time and date set by the Invitation to Bid for the deadline for receipt of Bids.

1.8 **BID OPENING:** The time and date set by the Invitation to Bid for the opening of Bids.

1.9 **CHANGE ORDER**: A written order to the Contractor, signed by the Owner, which authorizes a change in the Work, and any resulting adjustment to the Contract Price and/or the Contract Time. A **Unilateral Change Order** is a Change Order signed only by the Owner addressing any Modification to the Contract Sum or the Contract Time to which the Owner agrees. A **Mutual Change Order** is a Change Order signed by both the Owner and by the Contractor reflecting agreement on all terms, conditions and requirements set forth therein. A Unilateral Change Order may be converted to a Mutual Change Order upon agreement being reached between the parties. Change Orders shall be initiated and processed as set forth in the Changes provisions of these Terms and Conditions. A Unilateral Change Order or a Mutual Change Order may affect the Contract, an individual Purchase Order, or both, depending on its terms.

1.10 **COMPLETE OR COMPLETION:** Work for which a Purchase Order has been issued will not be deemed complete until the subject of the Work is functioning as intended, cleanup has been completed, any required or applicable inspections or governmental approvals have been accomplished, and the Work is accepted by the Owner. More specific requirements for Completion may be set forth in the Scope of Work or the

Purchase Order.

1.11 CONTRACT: The signed Contract between Owner and Contractor is the Contract.

1.12 CONTRACT DOCUMENTS: The Contract Documents and the order of precedence in the event of a conflict therein are as defined in the Contract.

1.13 CONTRACT PERIOD: See "Contract Time."

1.14 CONTRACT PRICE: The total amount payable to the Contractor for performance of the Work. The Work under this Contract will involve multiple discrete Projects. The Contract Price is stated in the Purchase Order for the particular Work included in a discrete Project and shall include any adjustments granted in accordance with the provisions of the Contract Documents. The Contract Price may be determined based on unit prices or rates and quantities as provided in the Contract. May also be referred to as "Contract Sum."

1.15 CONTRACT SUM: See "Contract Price."

1.16 CONTRACT TIME: The period allotted in the Purchase Order for Completion of the Work directed by that Purchase Order, together with any extension of time granted in accordance with the provisions of the Contract Documents. May also be referred to as "Contract Period."

1.17 CONTRACTOR: The individual, firm, or organization which contracts with the Owner to perform the Work. As employed herein, the term "Contractor" may refer to an individual, firm or organization, or to the Contractor's authorized representative.

1.18 DAY: The term "day" or "Day" shall mean "calendar day" unless otherwise noted. When any provision in the Contract Documents establishes a time within which an action must be taken or a right must be exercised, if the last Day falls on a Saturday, Sunday, or holiday recognized by Arlington Public Schools, or on a day when Arlington Public Schools administrative offices are closed for any other reason, the deadline thereby established shall be extended to the first Arlington Public Schools Working Day thereafter when the Arlington Public Schools administrative offices are open.

1.19 DRAWINGS: The term "Drawings" or "Plans" shall mean any drawing, plan, sketch, photograph or similar document intended to provide to the Contractor graphic instruction or guidance regarding the Work to be performed.

1.20 GENDER AND PLURAL: Whenever the Contract so admits or requires, all references to one number shall be deemed to extend to and include the other number, whether singular or plural, and the use of any gender shall be applicable to all genders. The terms "his" or "hers" or "he" or "she" shall include "its" if the referenced party is an entity rather than a person.

1.21 GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

1.22 HOLIDAY: Holidays recognized by the Owner which shall not be considered Normal Working Hours are as follows: New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Eve Day, and Christmas Day. In the event any of the days designated as a Holiday fall on a Saturday, the Holiday shall be the preceding Friday; in the event any of the days designated as a Holiday fall on a Sunday, the Holiday shall be the following Monday.

1.23 INFORMALITY: A minor defect or variation of a Bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal which does not affect the price, quality, quantity or delivery

schedule for the goods and services being procured.

1.24 INVITATION TO BID (ITB): A request which is made to prospective Bidders for their Bids on goods or services desired by APS. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

1.25 MODIFICATION: Any written change to any provision of the Contract Documents after the Contract has been awarded by any means provided by the Contract Documents.

1.26 NORMAL WORKING HOURS: Unless otherwise specified in the Purchase Order Normal Working Hours shall be 7:00 A.M. through 4:00 P.M., Monday through Friday, excluding Holidays. See also Working Day.

1.27 NOTICE: Notice or the obligation to notify or inform shall mean written notice. Written notice shall be deemed to have been duly served if:

A. Written Notice to Contractor shall be deemed to have been fully served if delivered by mail, courier, e-mail, or facsimile transmission to the Contractor's office at the Project Site or to the business address of the Contractor as stated in its Proposal; or if delivered in person to the Contractor's foreman or superintendent for the Project, or to any officer or director of the Contractor.

B. Written Notice to APS shall be deemed to have been fully served if delivered by mail, express mail or hand delivered to the office of the Purchasing Agent, Arlington Public Schools, Education Center, 1426 North Quincy Street, Arlington, Virginia 22207.

C. Attempted Notice given in any manner other than as designated herein shall not satisfy any Notice requirement.

1.28 NOTICE OF INTENT TO AWARD: A writing issued by the Owner which states the Owner's intent to award the Apparent Low Bidder a Contract to execute the Work. The Notice of Intent to Award will be publicized as provided in the Bid Documents.

1.29 NOTICE TO PROCEED: See Purchase Order.

1.30 OWNER: APS and employees authorized to represent APS. Reference to Owner requiring action by Owner or Notice to Owner shall be deemed to mean the Purchasing Agent unless otherwise stated specifically.

1.31 PRICING SCHEDULE: The pricing information appearing as Exhibit B to the Contract setting the unit prices, rates, or other means of agreed pricing for performance of Work by the Contractor.

1.32 PROJECT: The goods and/or services provided or performed by the Contractor at any location as directed by Purchase Order, in accordance with the Contract Documents; collectively all of the goods and services contemplated by the Contract; synonymous with the term "Work" as the context may require.

1.33 PROJECT SITE OR SITE: The location at which any goods or services are provided, delivered or performed by Contractor under this Contract.

1.34 PURCHASE ORDER: A written directive issued by the Purchasing Agent or authorized designee directing the performance of a particular item or items of Work to be performed in accordance with the Pricing Schedule. A Purchase Order shall serve as the Contractor's Notice to Proceed with the specified portion of the Work as specified in the Purchase Order.

1.35 PURCHASING AGENT: The employee of APS authorized to act on behalf of the Owner in this Contract.

The Purchasing Agent may designate in writing others to act on his behalf, and such designation shall state any limitations on the authority of such designee. Contractor shall not rely upon and Owner shall not be bound by any statement or representation made on behalf of APS by any person not designated to the Contractor in writing as authorized to so act on behalf of the Purchasing Agent. It shall be the responsibility of the Bidder, and thereafter the Contractor, to establish the authority to act regarding any communication or action by any person other than the Purchasing Agent. Use of the term Purchasing Agent in the Contract Documents shall be deemed to include such properly authorized designee within the scope of that designee's authorization.

1.36 RESPONSIBLE BIDDER: A person who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

1.37 RESPONSIVE BIDDER: A person or entity who or which has submitted a Bid that conforms in all material respects to the Invitation to Bid.

1.38 SERVICES: means any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

1.39 SPECIFICATIONS: Written details provided to the Contractor by the Owner providing performance requirements, data instructions and guidance for performance of the Work.

1.40 SUBCONTRACTOR: Any individual, firm or organization other than an employee of the Contractor, who contracts with the Contractor to furnish or who actually furnishes labor, materials, services or equipment, or any combination thereof to the Contractor in connection with the Work.

1.41 SUB-SUBCONTRACTOR: Any individual, firm or organization, other than an employee of the Contractor or of a Subcontractor, who contracts with a Subcontractor to furnish, or who actually furnishes labor, materials, service or equipment, or any combination thereof to a Subcontractor. The Contractor shall be responsible for the performance of the Work by any person or entity below the level of Sub-subcontractor.

1.42 WARRANTY PERIOD: All warranties and guarantees against any defect in the Work shall apply from the date of Completion of the Work and shall continue for a period of one (1) year thereafter. Provided, however, in the event the Contract Documents require a Warranty in excess of one (1) year, the longer term shall apply as applicable.

1.43 WORK: Everything explicitly or implicitly required to be furnished or performed to complete performance of any Purchase Order.

1.44 WORK ORDER: A written directive to the Contractor issued on or after issuance of the Purchase Order the Effective Date of the Agreement and signed by the Purchasing Agent ordering an addition, deletion, or revision in the Work described in a Purchase Order issued when in the sole discretion of the Owner the terms thereof do not impact the Contract Price or the Contract Time, or when in the sole discretion of the Owner the circumstances do not allow sufficient time for issuance of a Change Order.

1.45 WORKING DAY: See Normal Working Hours.

2. INDEPENDENT CONTRACTOR:

In the performance of this Contract and for all purposes related to APS, Contractor shall be an independent Contractor and neither the Contractor nor any of its employees will under any circumstances, be considered servants or agents of APS. Under no circumstances shall APS (i) be responsible for any failing or wrongdoing by the Contractor, its servants or agents; (ii) be under any obligation to withhold from the Contract payments to the

Contractor or otherwise any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits of any kind; or (iii) provide any insurance coverage or other benefits, including but not limited to workers' compensation, to any employees or agents of Contractor.

3. INTENT OF THE CONTRACT DOCUMENTS:

The intent of the Contract Documents is to include all items necessary for the proper management, execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith, whether or not specifically identified in the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Any doubt as to whether any work is within the scope of the Contract shall be resolved in favor of an interpretation that the work is within the scope of the Contract. Use of the term "include" or "including" shall be deemed to mean "include without limitation," "including but not limited to," and similar expansive intent.

4. DRAWINGS AND SPECIFICATIONS:

A. Drawings or Specifications as necessary for performance of the Work will be identified in and provided with any Purchase Order issued by the Owner.

B. Any Specification provided shall serve to amplify the requirements of materials and assemblies. The mention in any Specification of any article or operation requires that the Contractor shall provide all such items indicated on, or reasonably inferred from, any Drawings provided to the Contractor, furnishing for such purpose all labor, materials and equipment required in connection therewith. Omission of any article, operation or detail does not relieve the Contractor of the responsibility for completion of the Work reasonably intended by any explanatory or informational documents provided by the Owner with a Purchase Order.

C. The Contractor shall notify the Owner of discrepancies found in the Drawings or Specifications before materials are fabricated or Work performed.

D. The Contractor shall adhere to written dimensions though differing from scale measurements. In the absence of dimensions or in case of doubt as to the proper measurement, consult the Owner. Actual field dimensions where applicable are to be verified by the Contractor in the field prior to proceeding.

5. CONTRACT INTERPRETATIONS:

The Contractor may request Contract interpretations in writing from the Owner. Such requests for interpretations must be submitted sufficiently in advance of the date upon which the interpretation is actually required by the Contractor to allow the Owner to issue the interpretation so as not to delay the Work. Contractor shall be responsible for any delay resulting from failure to submit a request for interpretation in a timely manner. Written interpretations so requested shall be issued by the Owner in a manner commensurate with the timely execution of the Work, shall be consistent with the intent of the Contract Documents, and shall be in accordance with established time requirements for performance of the Work, but Owner shall be under no obligation to expedite its review and analysis of the question raised or to issue a response if the Contractor does not submit the request for interpretation in a timely manner.

6. COPIES AND OWNERSHIP OF CONTRACT DOCUMENTS:

A. The Contractor will be provided with either electronic or hard copies of any Drawings, Specifications, or other documents referenced in a Purchase Order.

B. All Drawings, Specifications, or similar technical data provided to the Contractor by the Owner are the property of the Owner, and the Contractor may not use such information for any purpose not relating to performance of the Work.

7. GENERAL REVIEW OF CONTRACT DOCUMENTS:

A. The Contractor shall perform all Work and shall furnish, at its own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for

performing and completing the Work. The Contractor shall be responsible for the entire Work until Completion of all Work has been achieved.

B. Unless otherwise provided herein, the Work shall be performed in accordance with the best modern practice and with materials and workmanship of highest quality.

C. Supervision and Coordination of the Work: The Contractor shall supervise and direct the Work and coordinate the Work with that of separate Contractors using Contractor's best skill and attention. Unless otherwise provided in the Contract Documents, the Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; provided, however, that the Contractor shall employ adequate and safe procedures, methods, structures and equipment. No approval or failure to exercise its right of approval by Owner shall relieve the Contractor of its obligation to accomplish the result intended by the Contract, or create a cause of action for damages against the Owner, or provide a defense by the Contractor in any case of action by the Owner against the Contractor.

D. The Contractor shall study and review the Contract Documents and shall compare them with each other and with such information made available by the Owner. The Contractor shall be responsible for giving Notice to the Owner of any errors, inconsistencies or omissions discovered or which in the exercise of due diligence as a reasonably competent Contractor reasonably should have been discovered by it.

E The Contractor shall be responsible for all costs or delays resulting from the Contractor's or a Subcontractor's failure to obtain and review Contract Documents provided or made available by the Owner.

8. SUBSTITUTIONS:

A. The name of a certain brand, make, or manufacturer in the Contract Documents is to denote the quality standard of the article desired. The reference to a certain brand, make or manufacturer is to convey to the general style, type, character and quality of article desired. If the Contractor desires to provide or use any other brand, make of materials, device, or equipment, it may do so only if it submits sufficient information to satisfy the APS Purchasing Agent that the proposed substitute is the equal of that specified in quality, workmanship, design and economy of operation, and is suitable for the purpose intended.

B. To obtain approval of a substitute as equal, the Contractor shall submit to the Purchasing Agent all substantiating data upon which the Contractor relies to establish the substitute as an equal. If a sample is requested by the Owner, it shall be provided at the Contractor's expense within seven (7) Days of the request and may be subjected to such testing, examination or analysis, including but not limited to destructive testing, as the Owner in its discretion deems necessary. If the Purchasing Agent approves the proposed substitute, a Change Order approving the change will be issued by the Purchasing Agent. Provided, however, the Contractor shall be fully responsible for all costs or other consequences related to or arising from implementation of the use of the substitute, including but not limited to any adjustments or revisions which might be required to existing improvements, facilities or operations. Contractor shall not proceed with use of the substitute until the Change Order approving its use has been issued by Owner.

C. Notwithstanding the foregoing, if the identification of a certain brand, make or manufacturer is designated as "required" or "no substitutes permitted" or any similarly clear language, there shall be no substitutions permitted.

9. CHANGES IN THE WORK:

A. Any change to an existing Purchase Order must be approved by written Change Order issued by the Purchasing Agent prior to the changed Work being performed. APS has no obligation to pay for any changed or extra Work not directed by written Change Order issued by the Purchasing Agent.

B. If the Owner issues a Purchase Order which the Contractor deems to be beyond the scope of the Work so as to entitle the Contractor to compensation or to additional time for performance of the Work beyond the

terms set forth in the Purchase Order, the Contractor shall so Notify the Owner within seven (7) Days following issuance of the Purchase Order. If no agreement is reached between the Owner and the Contractor regarding such Work within ten (10) Days after the Contractor gives such Notice, or if the Owner directs the Contractor to proceed immediately, the Contractor shall proceed with the Work as directed and pursue such remedies as it deems appropriate within the claims provisions set forth in these Terms and Conditions. The expiration of such ten (10) Day period, or direction by the Owner to proceed, shall be deemed the occurrence date for any claim the Contractor wishes to pursue related to the Work ordered by the Purchase Order. Performance of and payment for the Work directed by the Purchase Order thereafter shall be governed by the Claims for Damages provisions of these Terms and Conditions.

10. ADMINISTRATION OF CONTRACT:

The Owner's Project Manager shall provide administration of the Contract in accordance with the Contract, Contract Documents and Work.

The Owner's Project Manager for this Contract is:

Steven Bernheisel
Assistant Director of Facilities
2770 South Taylor Street
Arlington VA. 22206
steven.bernheisel@apsva.us
(703) 228-6621

11. TIME OF START AND COMPLETION:

A. Time is of the essence for any Purchase Order issued under this Contract. The Contractor shall commence Work within ten (10) days after receipt of the Purchase Order, or such lesser time as may be directed in the Purchase Order under circumstances requiring immediate attention. Time being of the essence with respect to this Contract, the Contractor shall prosecute the Work diligently, using such means and methods of performance, scheduling and resources as will secure its full Completion in accordance with the requirements of the Contract Documents, and will Complete the Work within the time stated in the Purchase Order.

B. APS may cancel any Purchase Order, or any part thereof, without obligation to Contractor other than to pay for acceptable Work in place, if completion is not achieved at the time specified in the Purchase Order.

12. SITE VISITS:

The Owner shall have access to Work in process on the Project Site at all times to determine the progress and to assess the quality of the Work. Except as may be required to comply with specific requirements of the Contract Documents, the Owner shall not have control over or charge of and shall not be responsible for means, methods, techniques, procedures, sequences or safety measures employed in connection with the Work, nor for the failure of the Contractor, Subcontractors, or Sub-subcontractors to perform the Work in accordance with the Contract Documents.

13 USE OF SITE AND SITE INFORMATION:

A. The Contractor shall be responsible for inspection of existing conditions as satisfactory to receive subsequent Work. If existing conditions exist on the Project Site which in the opinion of the Contractor will require Work in excess of that anticipated by the Scope of Work and Price as set forth in the Purchase Order, the Contractor shall give Notice of such conditions and not proceed with the Work until receiving written direction from the Owner. If the Owner agrees that the existing conditions require Work in excess of that anticipated by the Scope of Work and Price as set forth in the Purchase Order, a Change Order to the Purchase Order will be issued stating the impact as agreed by Owner. If the Owner does not agree that the existing conditions require Work in excess of that anticipated by the Scope of Work and Price as set forth in the Purchase Order, the Contractor shall proceed with the Work. If the Contractor disagrees with the Owner's determination, the Contractor may submit a claim as provided in these Terms and Conditions.

If the Contractor proceeds with such Work before receiving such written direction from the Owner, such action shall be deemed a failure to comply with this condition precedent for pursuit of any claim and such Work shall be at Contractor's expense.

B. The Owner shall make available to the Contractor such information as the Owner has in its possession describing the physical characteristics, legal limitations and utility locations for the Project Site; provided, however, that the provisions of such information shall not relieve the Contractor from its obligation to inspect for itself and determine the Project Site conditions. The Owner makes no representations whatsoever concerning the quality or contents of any information so provided and the Contractor relies on such information solely at its own risk.

C. The Contractor shall confirm locations of existing utilities by performing such tests or other measures as may be required, including but not limited to compliance with all Commonwealth of Virginia Miss Utility laws, at the Contractor's sole expense and no increase to the Contract Price. If the Contractor discovers, or in the exercise of reasonable care should have discovered, circumstances at the Project Site which the Contractor contends may cause Work beyond that contemplated by the applicable Purchase Order, the Contractor shall give Notice to the Owner of such circumstances before commencing Work affected thereby and shall await Owner's written instructions, which shall include a statement of whether or not the Owner agrees that such circumstance will cause extra Work and how that extra Work is to be compensated. If the Contractor proceeds with the affected Work prior to receipt of the Owner's written instructions, such action shall be deemed a failure to comply with this condition precedent for pursuit of any claim and such Work shall be at Contractor's expense.

D. The Contractor shall be responsible for damages to property caused by or resulting from performance of the Work. The Contractor shall repair to proper working order or replace, to the satisfaction of APS, any property so damaged.

E. The Contractor shall confine the Work to areas of the Project Site permitted by the Contract Documents and shall comply with all applicable laws, ordinances, permits related to the Project Site.

F. The Contractor shall be responsible for all safety and security procedures required to protect Work in process and the safety of the public until the Work is accepted by Owner.

G. Contractor workers shall not be present in any building owned or controlled by Owner without an Owner employee present. In the event the Contractor desires to perform Work outside Normal Working Hours or on Holidays in a building owned or controlled by Owner, Contractor shall notify the Owner in writing at least two (2) working days prior to the intended Work. Upon approval from the Owner, which Owner may in its sole discretion decline to grant, the Work can be scheduled and the Owner will provide an employee to deactivate the building security system and remain present while Contractor workers are present. The cost for Owner employee support for Contractor Work outside Normal Working Hours or on a Holiday shall be paid by the Contractor to the Owner at a rate of $40 per hour per Owner employee required to remain present while the Contractor's workers are present. The cost of custodial support for Sunday or Holiday work shall be paid by the Contractor to the Owner at a rate of $70 per hour per Owner employee required to remain present while the Contractor workers are present. The Owner shall submit employee time sheets to the Contractor for review and verification.

H. The Contractor shall maintain its Work area in a clean and orderly state and shall exercise dust control when required. If in the Owner's sole discretion, the Project Site requires cleaning or excess material removal, in total or in part, the Owner may direct the Contractor to conduct the necessary cleaning and removal. Should the Contractor fail to accomplish the directed cleaning within three (3) business days, the Owner reserves the right to use outside sources to conduct the cleaning or maintenance and to charge the Contractor for all costs incurred by the use of the outside sources, plus a markup of ten percent (10%) to cover administrative costs.

14. WARRANTIES:

A. The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, free of defects, of the latest model, of the best quality, and in strict compliance with the requirements of the Contract Documents.

B. The Contractor warrants to the Owner that all workmanship will be of the best quality and in strict compliance with the requirements of the Contract Documents.

C. All materials and equipment furnished under the Contract shall be free and clear of all liens or other claims of any type by any third parties.

D. All workmanship, materials or equipment not conforming to the foregoing standards may be deemed defective. APS has no obligation to pay the Contractor for Work, materials or equipment rejected as defective until satisfactory correction has been accomplished by Contractor.

E. All Warranties shall be in effect for the entirety of the Warranty Period, or the manufacturer's standard warranty, whichever is longer. In the event corrective work is required during the Warranty Period, the Warranty on the repaired Work shall extend for one (1) year from the date of completion of the repairs. The Warranty shall include all parts, labor, transportation, and any other costs necessary to keep the product in good operating condition, but shall not be applicable to damage caused by Owner's misuse of the item or due to normal wear and tear. If seasonal limitations prevent any required performance testing of the completed Work, the Warranty Period for such Work shall begin after the performance tests have been successfully performed.

15. CORRECTION OF DEFECTIVE WORK BEFORE AND DURING WARRANTY PERIOD:

A. In the event the Work, or any portion thereof, is determined during the Warranty Period to be defective, incomplete or to have been improperly performed, the Contractor shall, within three (3) Days after written notice from the Owner, commence to remove all defective and deteriorated Work and materials and replace it at the Contractor's expense with Work and materials in accordance with the requirements of the Contract Documents and to complete all incomplete Work in accordance with the Contract Documents within a reasonable time period.

B. In the event the Contractor fails to commence the removal, replacement, completion or correction of such Work within three Days after the date of written notice from the Owner and to complete such Work within a reasonable time period thereafter, the Owner will cause such Work to be performed by other Contractors and the Contractor will be obligated to pay the Owner all costs incurred in the performance of such Work plus an administrative fee of ten percent (10%) within thirty (30) Days following submission by Owner to Contractor of such demand for payment.

C. The Contractor's Warranty obligations shall remain in full force and effect regardless of whether the Warranty Work was performed by the Contractor or by the Owner.

D. Defects or nonconformities which are remedied as a result of Warranty obligations shall subject the remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which such defect or nonconformity was fully remedied or from the date of Final Completion of the Project as a whole, whichever is later, whether such Warranty Work was performed by the Contractor or by the Owner. Any repetitive defect, failure or malfunction identified within the Warranty Period shall remain under Warranty until it has been fully corrected and has performed without defect, failure or malfunction for a period of one (1) year.

16. CHARACTER AND COMPETENCY:

A. The Contractor and all of its Subcontractors for the duration of the Contract are required to comply with all

laws regarding authorization to do business in Virginia, licensing, and other regulatory requirements as applicable; to be financially stable; and to provide for performance of the Work a sufficient work force, all of whom are qualified for and experienced in the Work.

B. The Owner, upon written Notice to the Contractor, and in the Owner's sole discretion, shall have the right to direct the Contractor and its Subcontractors to remove an employee permanently from the Project for any reason. Any individual who is removed from the Project pursuant to this Section may not return without specific permission of the Owner.

C. The Contractor will ensure that no Work shall be performed in occupied areas on a Project Site during school hours unless express written approval has been granted by the Owner and proper safety precautions have been exercised to isolate the area of the Work.

D. Tobacco products, alcoholic beverages, illegal drugs, and weapons are prohibited on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any Subcontractor from the Project Site. Sexual harassment, profanity, and inappropriate behavior are not permitted on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any of its Subcontractors.

E. No Smoking Policy on Arlington Public Schools' property: Contractors and Subcontractors, including their employees or agents, performing work on APS property shall abide by the no smoking policies applicable to the property.

F. Drug-Free Workplace. For the purposes of this Contract "drug-free workplace" means a Project Site in connection with a specific Purchase Order. All, the employees, Subcontractors and other representatives of Contractor 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 on any Project Site. During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;

2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free work place; and

4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor.

G. Contractor Certification Regarding Criminal Convictions. By signing this Contract, the Contractor affirms the continuing accuracy of the Contractor Certification Regarding Criminal Convictions submitted as Attachment A to its Bid and that it will remain in force throughout the performance of any Work under the Contract. The Contractor acknowledges that its Contractor Certification Regarding Criminal Convictions is applicable not only to Contractor but also to all Subcontractors and Sub-subcontractors. Contractor shall upon demand from APS provide to APS all information which allowed for the Contractor's certification and which supports that the certification remains current, and further certifies that:

1. No employee of the organization who will be in the presence of students on school property during regular school hours or during school-sponsored activities during the performance of any Purchase Order has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

3. As more particularly set forth in Va. Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

4. As more particularly set forth in Va. Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

17. PERMITS, FEES AND NOTICES:

A. The Contractor shall comply with all local, state and federal laws, regulations, rules or ordinances applicable to this Contract and the Work to be performed hereunder. The Contractor shall also obtain, at its expense, all permits, inspections, licenses, fees and other authorizations necessary for the prosecution of the Work.

B. The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations and directives of any public authority bearing on the performance of the Work. Should the Contractor determine that the Contract Documents, or any of them, do not conform with such laws, ordinances, rules, regulations and directives in any respect, it shall promptly inform the Owner of such fact in writing. Any required changes shall be made by suitable approved Modification. If the Contractor performs any Work when it knew or in the exercise of reasonable care should have known it to be in conflict with such laws, ordinances, rules or regulations without satisfying its Notice obligations to Owner, such action shall be deemed a failure of this condition precedent to a claim and the Contractor shall accept all responsibility and bear all cost relating thereto.

18. RISK OF LOSS:

All Work, materials and equipment provided by Contractor shall remain the property of Contractor until accepted by Owner as in compliance with the requirements of the Contract Documents, and all risk of loss prior to acceptance by Owner shall be borne by Contractor.

19. TESTS AND INSPECTIONS:

A. Unless otherwise provided in the Contract Documents, the Contractor shall be responsible for scheduling, compliance and costs associated with all tests or inspections required by local authorities having jurisdiction over the Project. The Contractor shall give the Owner Notice immediately in the event of failure of any test or inspection. In calling for inspections, the Contractor certifies that the Work being called for inspection meets the Contract and all code requirements for completeness and quality and shall bear all expense arising from any failed inspection, whether incurred by Owner, Contractor, or any third party.

B. Irrespective of any third party inspections, the Contractor remains responsible for any after discovered defects in Work and is fully responsible for any delays and costs associated with such defective, insufficient or non-compliant Work.

20. REJECTION OF WORK:

The Owner shall have the authority to reject Work that does not conform to the requirements of the Contract Documents. All costs associated with correction of rejected Work shall be borne by the Contractor.

21. OWNER'S RIGHT TO STOP WORK/RIGHT TO CORRECT DEFICIENCIES:

If the Contractor does not correct non-complying Work, or is consistent in not supplying and/or furnishing labor, material, and equipment necessary to Work performance, then the Owner has the right to order the Contractor to stop the Work until such time as the cause of the order has been corrected. Should the Contractor default, fail to

perform the Work, or improperly perform the Work, the Owner has the right, after three (3) days written notice, to correct the deficiencies. The Contractor shall pay to the Owner the Owner's cost of correcting the deficiencies, including any charges for special inspections or tests, plus a markup of ten percent (10%) to cover administrative costs. The Owner's exercise of the right to correct deficiencies shall in no way prejudice or limit any other remedy that the Owner may have.

22. INDEMNIFICATION:

The Contractor covenants to save, defend, hold harmless, and indemnify the Owner, Arlington School Board, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs, and attorney's fees, and all reasonable and customary costs of litigation), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of the Work. This indemnification obligation shall survive the termination of this Contract.

23. PAYMENT TO CONTRACTOR:

A. Invoices unless otherwise specified in the Contract or in the Purchase Order shall be submitted immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoices. Mail invoices, as applicable, to:

Arlington Public Schools Office of Accounting
1426 North Quincy Street
Arlington, Virginia 22207

B. Upon receipt of an invoice, the Owner shall review the Work to determine if the invoice is consistent with the Work in place. The Contractor shall submit such additional information as may be reasonably requested by the Owner to substantiate the amount billed.

C. Payments will be made within thirty (30) days after the later of receipt of an invoice by APS or receipt of additional documentation as requested by APS of all amounts within the invoice approved for payment. All payments shall be net of any prompt payment discount. In connection with any prompt payment discount, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

D. APS is exempt from the payment of any federal excise tax or Virginia Sales Tax. The APS Federal Excise Tax Number is 54-6001128. Contractors located outside the Commonwealth of Virginia may charge and collect their local and or state sales tax when the Purchase Order calls for materials to be picked up by APS at the Contractor's place of business outside Virginia.

E. Notwithstanding the foregoing, no more than ninety (90%) of the Contract Price stated in the Purchase Order shall be paid until the Owner is satisfied that the Work is Complete.

F. **Price Reduction**. If at any time after the date of Bid Opening the Contractor makes a general price reduction in the comparable price of any goods or service covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration thereof, including any extensions. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of a good or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc, which was used as the basis for Contractor's Bid. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract Documents.

The Contractor, in addition, will within ten (10) days of any general price reduction, Notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY LEAD TO TERMINATION OF THE CONTRACT. Upon receipt of any such Notice of a general price reduction all ordering offices will be duly notified by the Purchasing Agent. The Contractor, if requested, shall furnish, within ten (10) days after the expiration or termination of the Contract a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid Opening, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days, and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

24. AUDIT:

The Owner and its authorized representatives shall have access to all records necessary to perform a complete audit of the Contractor for the purposes of verifying that the certified cost or pricing data submitted were accurate, complete and current. The Owner shall, until the expiration of five (5) years from the date of final payment under this Contract, have the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to this Contract or which permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein (the "Records"), and the Contractor hereby covenants to maintain the Records in good order for such time and to deliver promptly the Records to the Owner upon request. There shall be no charge to Owner for conducting any such audit.

25. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:

A. The Contractor shall not enter into any Subcontract with any Subcontractor who is suspended or debarred from participating in any contracting programs by the Commonwealth of Virginia or by any public body within the Commonwealth of Virginia, nor by the United States government or by any other state or public body within any other state.

B. The Contractor shall not enter into any Subcontract with any Subcontractor who or which is not qualified to do business in Virginia in compliance with applicable law or does not have in effect all licenses and trade certifications required by federal, state or local law to perform the services or to provide the goods which are the subject of the Subcontract.

C. Upon request, the Contractor promptly shall file with the Owner a copy of any one or more of its Subcontracts. The Owner has the right to reject any Subcontractor it finds not to be qualified to perform the Work.

D. No action by the Owner shall relieve the Contractor of any of its responsibilities, duties and liabilities under the Contract Documents. The Contractor shall be responsible to the Owner for the acts, defaults, or omissions of the Contractor’s Subcontractors and of its Subcontractors' officers, authorized representatives and employees.

E. Nothing contained in the Contract Documents or in any Subcontract shall operate to, or otherwise have the effect of, creating a contractual relationship between the Owner and any Subcontractor.

26. SUBCONTRACTOR AND SUB-SUBCONTRACTOR AGREEMENTS:

Work performed by a Subcontractor or a Sub-subcontractor shall be defined by a signed agreement between a Subcontractor and the Contractor, or between a Sub-subcontractor and a Subcontractor, as applicable. Each such agreement shall:

A. Not contain a provision which purports to negate, conflict with or otherwise compromise the requirements of the Contract Documents.

B. Not contain a provision which purports to adversely affect the rights of the Owner as such rights are defined

in the Contract Documents.

C. Contain appropriate provisions to give the Contractor the same power to terminate the Subcontract that the Owner may exercise to terminate the Contractor under the provisions of these Contract Documents. The Contractor shall bear all additional expenses due to its exercising of its rights under this paragraph.

D. Contain appropriate provisions which bind the Subcontractor to the terms and conditions of this Contract insofar as they are applicable to the Work of the Subcontractor.

E. Contain a requirement that the Subcontractor shall be bound by and subject to the provisions of the payment requirements of the Contractor to the Subcontractor in regard to payments due by the Subcontractor made to its Sub-Subcontractors.

F. Require timely processing of applications for payment and of claims for additional costs, damages, or time in order that the Contractor may in turn promptly process such applications or claims in conformance with the Contract Documents.

G. Contain a provision to the effect that the Owner and its authorized representatives will, until three years from the date of final payment under the Subcontract, have access to and the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to the Subcontract.

H. Contain the same Character and Competency requirements as appear in these Terms and Conditions and require the completion by the Subcontractor and its Sub-subcontractors of the Contractor Certification Regarding Criminal Activity and Employee Certification Regarding Criminal Activity.

I. Waive the rights of either party against the other in regard to claims for fire or other peril covered by the property insurance required by these Terms and Conditions. Such waiver shall not exclude either party from rightful access to the proceeds of such insurance.

27. RESPONSIBILITY FOR THOSE PERFORMING THE WORK:

The Contractor shall be responsible and accountable to the Owner for the acts and omissions of the Contractor's employees in connection with the performance of the Work and for any Subcontractors or other persons performing any of the Work under a Contract with the Contractor or a Contract with a Subcontractor or Sub-Subcontractor.

28. PAYMENT OF SUBCONTRACTORS:

A. Within seven (7) days after receipt of payment from the Owner, the Contractor shall:

1. Pay each Subcontractor an amount equal to the percentage of the Work attributable to such Subcontractor; or

2. Notify the Owner and the Subcontractor in writing of the intention to withhold all or part of the amount due a Subcontractor and state the reason for such withholding.

3. In the event the Contractor fails to submit a timely Application for Payment, and that failure is due exclusively to the actions of the Contractor, the Subcontractor shall have the right to be paid by the Contractor upon demand of the amounts due.

4. The Contractor shall pay interest on amounts owed to the Subcontractor which remain unpaid seven (7) days after the Contractor's receipt of payment from the Owner. Interest on such amounts shall accrue at the rate of one percent (1.0%) per month. Amounts owed the Subcontractor which have been withheld as permitted herein shall not accrue interest.

B. Information concerning percentages of completion of work performed by a Subcontractor as shown in an

Application for Payment may be made available to that Subcontractor at the sole discretion of the Owner.

C. Insurance proceeds received by the Contractor under the insurance policies required by these Terms and Conditions shall be equitably distributed to the Subcontractors affected by the insured loss.

D. The Contractor's obligation to pay an interest charge to a Subcontractor is not an obligation of the Owner. A Contract Modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

29. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS:

A. The Owner has the right to award separate contracts of the same or a similar nature on the same or similar Project Sites, or for other work on the same Project Sites.

B. When separate Contracts are awarded, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Contract for construction.

C. At no additional cost to the Owner, the Contractor shall coordinate the Work with the activities of each separate Contractor with the intent of each Contractor being able to complete its Work in the most time efficient and cost efficient manner under the circumstances.

D. If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner in writing any apparent discrepancies or defects in such construction or operations performed by a separate Contractor that would render it unsuitable for such proper execution and results. Failure of the Contractor to report such apparent discrepancies and/or defects shall constitute an acknowledgment that the separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

30. ROYALTIES AND PATENTS:

The Contract Price includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the Owner and Owner's Representative, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under the Contract, and shall indemnify the Owner, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work. If a Purchase Order contains a direction requiring use of any design, device, material or process which is subject to patent, trademark or copyright protection which Contractor contends was not contemplated by and included in the Pricing Schedule, the Contractor shall give Notice thereof to Owner prior to proceeding with the Work and await direction from the Owner. If the Contractor proceeds with the Work without giving such Notice or without receiving direction from the Owner, the Contractor shall be responsible for all royalties and costs as provided in this paragraph.

31. CLAIMS FOR DAMAGES:

If the Contractor wishes to make a claim, whether for extra compensation, damages or other relief, by reason of any act or omission of the Owner or its agents or representative or other causes beyond the reasonable control of the Contractor, the Contractor shall comply with the requirements set forth below. Strict compliance with all claims submission requirements set forth below or in any other provision of the Contract Documents shall be a condition precedent to the Contractor's right to pursue any claim or to recover or prevail thereon. All time requirements set forth as claims submission requirements shall be deemed to be of the essence. Compliance with all claims submission requirements shall not, however, create any presumption of validity of any claim.

A. The Contractor must at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any work on which the claim is based deliver to the Purchasing Agent a written statement

identifying itself as a Notice of claim, stating the circumstances of the occurrence, specifying the additional work contemplated as being required, state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable estimate the anticipated amount of the claim.

B. If the Owner within five (5) Working Days following receipt of such Notice of claim does not direct the Contractor otherwise, the Contractor shall proceed with the Work which is the subject of the claim and within ten (10) calendar days after completion of the Work for which additional compensation is claimed shall submit in writing to the Purchasing Agent a written itemization of the actual additional compensation claimed, with all supporting documentation.

C. The Purchasing Agent shall make a determination within ninety (90) Days after receipt of the submission described in Subparagraph B above, which decision shall be the final determination of the Owner. Failure by the Purchasing Agent to issue a final decision shall be deemed a final decision to deny the claim as of the ninetieth (90th) Day. A final decision by the Owner shall be a condition precedent to institution by the Contractor of any judicial claim for relief on the claim. The Contractor's right to seek judicial appeal of denial of a claim is barred if no suit is filed within six (6) months following the Owner's final decision. No consideration by the Owner of any additional submissions by the Contractor in support of any claim shall extend this six (6) month limitation.

D. The Contractor shall comply with all directions and decisions of the Owner and shall proceed diligently with the performance of the Contract and with any disputed Work pending final resolution of any claim or dispute. "Final resolution" shall include the exhaustion of all judicial proceedings.

E. No claim whatsoever shall be made by the Contractor against any officer, authorized representative or employee of the Owner for, or on account of, anything done or omitted to be done in connection with this Contract.

F. Failure of the Owner at any time to require compliance with any term or condition of the Contract Documents or of any claims submissions requirements shall not be deemed a waiver of such term, condition, or requirement, or a waiver of the subsequent enforcement thereof.

G. In the event the Contractor makes a claim for additional compensation other than for damages related to delay which results in litigation, if the Owner substantially prevails in such litigation the Contractor shall indemnify and hold the Owner harmless from any and all reasonable attorneys' fees, litigation costs of all types, and expert witness fees and costs, arising from or related to such claim and litigation.

H. If additional compensation is granted as to any claim, either by consent of the Owner or by judicial decision, the Contractor shall not be entitled to recover any interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid within thirty (30) Days following final resolution of such dispute. Interest shall accrue on any claim not paid within such thirty (30) Days at the legal rate of six percent (6%) per annum simple interest commencing on the date of such final resolution.

I. No claims provision in this Agreement waives the Owner's sovereign immunity or waives the ability of the Owner to invoke sovereign immunity where sovereign immunity may be applicable.

32. UNCOVERING OF WORK:

A. If a portion of the Work is covered contrary to the Owner's request or to the requirements contained in the Contract Documents, the Contractor shall, at its own expense and upon the written request of the Owner, uncover and replace such Work without an adjustment to the Contract Time or Contract Price.

B. If a portion of the Work has been covered which the Owner and/or Arlington County Inspector has not specifically requested to observe prior to its being covered and is, under the Contract Documents, allowed to be covered without observation of the Owner or applicable law or regulation, the Owner and/or Arlington County Inspector may request to see such Work and it shall be uncovered by the Contractor. If such Work

is in accordance with the Contract Documents, costs of uncovering and replacement shall be charged to the Owner and paid to the Contractor. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of uncovering and replacing such Work.

33. CORRECTION OF WORK:

The Contractor shall promptly correct any Work which fails to conform to the requirements of the Contract Documents (the "Rejected Work"), whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs associated with the correction of any Rejected Work, including additional testing and inspections and compensation for the Owner's Representative's services and expenses made necessary thereby. Nothing contained herein shall affect the Owner's right to correct non-conforming Work pursuant to the provisions of the Contract Documents.

34. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK:

The Owner may accept any defective or non-conforming Work; provided, however, that in such event the Purchase Order Price shall be reduced by an appropriate and equitable amount to account for such defect or nonconformity. Such adjustment shall be effected whether or not final payment has been made. Any such acceptance shall not constitute a waiver of approval of the performance requirements of the Contract Documents.

35. FORCE MAJEURE:

A. The Contractor shall not be held responsible for any failure of performance under this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the contemplation or control of Contractor and outside the scope of the Contractor's then-current disaster plan that makes performance impossible or illegal, unless otherwise specified in the Contract Documents.

B. APS shall not be held responsible for any failure of performance under this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of APS that makes performance impossible or illegal, unless otherwise specified in the Contract Documents.

36. CONTRACTOR'S INSURANCE:

A. Prior to commencing any Work, and as a condition precedent to any obligation of the Owner to make any payment to the Contractor, the Contractor shall provide a Certificate of Insurance to the Purchasing Agent confirming that the Contractor has in force the coverage required below prior to the start of any Work under the Contract, and shall maintain such insurance until the expiration or termination of the Contract. All required insurance must be provided by insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:

1. Workers Compensation – Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability at the state statutory limits. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract. APS will not accept W/C coverage issued by the Injured Workers Insurance Fund of Towson, Maryland.

2. Commercial General Liability - $1,000,000 per occurrence 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. Evidence of Contractual Liability coverage shall be typed on the certificate.

3. Additional Insured – Arlington Public Schools and Arlington County School Board shall be named as additional insureds in the Contractor's Commercial General Liability policy; confirmation of the Additional Insured shall be typed on the certificate.

4. Cancellation – A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to APS Purchasing Agent.

5. Contract Identification – The insurance certificate shall state the Contract number and title.

6. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, Non-owned, and Hired). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

B. 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, and for all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the Work, until final acceptance of the Work by APS.

C. No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability of obligation under the Contract Documents.

D. The Contractor shall be responsible for the Work and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

E. The Contractor shall be as fully responsible to APS 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 Contractor.

37. DEFAULT AND TERMINATION:

A. Contractor's Default

1. The following shall constitute Event of Default by Contractor:

a. If the Contractor fails to begin the Work when required to do so; or

b. If, at any time during the progress of the Work, the Owner determines that the Contractor is not prosecuting the Work with reasonable speed and diligence, or is delaying the Work unreasonably or unnecessarily; or

c. If the force of workmen or the quality or quantity of material furnished is not sufficient to ensure completion of the Work within the specified time and in accordance with the Contract Documents; or

d. If the Contractor fails to make prompt payments to suppliers or to Subcontractors for Work performed in connection with the Contract; or

e. If the Contractor fails in any manner of substance to observe the provisions of this Contract.

2. Upon the occurrence of an Event of Default by Contractor, the Owner may declare the Contractor in default, in whole or in part, and give to the Contractor three (3) Days written Notice to cure such default. If Contractor fails to cure such default within such three (3) day period, or within such longer time as the Owner, in its sole discretion, may prescribe, the Owner shall have the right to do any one or more of the following in any combination:

a. Have the defaulted Work performed by others and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%);

b. Supplement Contractor's workforce and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%);

c. Repair or replace any defective Work and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%);

d. Withhold payments due the Contractor and use such payments to satisfy any claims for moneys owed by the Contractor in connection with the Contract, in accordance with any provisions of the Contract Documents;

e. Terminate the Contractor's performance of the Contract in whole or in part.

3. Without prejudice to any other rights or remedies the Owner may have, the Owner shall have the right to terminate the Contract immediately upon written notice to the Contractor or, in the Owner's sole discretion, exercise any other rights available to it for default, upon the occurrence of any of the following:

a. Institution of legal proceedings by others than the Owner in such manner as to interfere with the progress of the Work and to potentially subject the Owner to the peril of litigation or outside claims; or

b. Adjudication of the Contractor as a bankrupt or an assignment for the benefit of creditors by Contractor, the dissolution of the Contractor, or if a sole proprietorship the death or determination of incompetence of the Contractor; or

c. Entry of an order in any proceeding instituted by or against the Contractor granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or

d. Appointment of a receiver or trustee for the Contractor or the Contractor's property; or

e. Assignment of the Contract or any part thereof without the prior written consent of the Owner; or

f. Assignment by the Contractor of any rights, moneys, or claims hereunder in whole or in part, otherwise than as herein specified; or

g. Abandonment of the Work to be done under this Contract.

4. Immediately, but no later than three (3) days after receipt of Notice that it is in default hereunder, the Contractor shall discontinue all further operations in connection with the Work, or such specified part thereof, and shall immediately vacate the Project Site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.

5. In the event the Owner declares the Contractor in default in accordance with the provisions of the Contract Documents with respect to a portion of the Work but not the Work as a whole, the Contractor shall discontinue such portion of the Work declared in default, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract and shall not hinder or interfere with any other Contractor or persons whom the Owner may engage to

complete the Work for which the Contractor was declared in default. The expense of such completion, plus an administrative fee of ten percent (10%), shall be paid by the Contractor to the Owner as provided in the Contract Documents.

B. Termination for Failure of Funding: All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board. In the event of non-appropriation of funds for the goods or services provided under this Contract, APS will terminate this Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the 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. APS will exert reasonable effort to give thirty (30) Days prior written notice, but failure to give such Notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination.

C. Termination for Convenience: Notwithstanding any other rights of the Owner to terminate this Contract, the Owner shall have the right to terminate this Contract, in whole or in part, at its own convenience for any reason by giving seven (7) days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the Owner. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The Owner shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. In the event a termination by the Owner for default, in whole or in part, subsequently is determined to have been without sufficient justification, such termination shall be deemed a termination for convenience and the Contractor's remedies shall be limited as provided in this Paragraph.

38. HAZARDOUS SUBSTANCES:

A. No materials or equipment containing asbestos or any other hazardous material recognized and identified by the State of Virginia Department of Environmental Quality shall be utilized in the construction of the Project. In the event a substitute product is needed and time does not allow for the mandated submittal process, the Contractor shall confirm these materials do not contain asbestos or any other hazardous material as noted above in writing to the Owner or Owner's Representative and will provide the MSDS sheets to the Owner and Owner's Representative prior to being allowed to install the product on the Project.

B. In the event the Contractor encounters unforeseen hazardous substances in the performance of the Work, such as but not limited to asbestos or lead paint, the Contractor shall immediately suspend Work with the exception of such actions as may be necessary to secure the Site for purposes of public safety, immediately Notify the Owner, and take no further action until receiving written direction from the Owner.

39. CONFLICT OF INTEREST:

The Contractor shall comply with all requirements and provisions of Va. Code Ann. § 2.2-4367 through § 2.2-4377, Ethics in Public Contracting; the State and Local Government Conflict of Interests Act (§ 2.23100, et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438, et seq.), and 3 (§ 18.2-446, et seq.) of Chapter 10 of Title 18.2.

40. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

41. 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

D. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every Subcontract of over $10,000.00, so that the provisions will be binding upon each Subcontractor or vendor.

E. Nothing contained in this provision shall be deemed to require the Contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such Contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the state.

42. ASSURANCES OF COMPLIANCE:

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended and Title VI of the Civil Rights Act.

43. SMALL, MINORITY, WOMEN OWNED AND SERVICE DISABLED VETERANS BUSINESS ENTERPRISES AND EMPLOYMENT SERVICES ORGANIZATIONS:

A. The Arlington County Human Rights Ordinance, the Virginia Public Procurement Act, and relevant Federal and State Laws, orders and regulations, require Arlington Public Schools to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

B. In seeking Subcontractors, suppliers and vendors necessary to perform the Work, the Contractor shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned businesses as follows:

1. At a minimum, for any portion of the Work the Contractor is not going to perform with its own forces, the Contractor shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The Contractor shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of subcontracts or materials/equipment supply subcontracts.

2. Identification and direct solicitation of other such businesses by other means is strongly encouraged.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses.

4. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation of such businesses.

C. As used in this section:

1. "Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

   a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

   b. "Asian American" means a person having origins in any of the original peoples of the far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

   c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

   d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

2. "Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

3. "Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

4. "Service disabled veteran-owned business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

5. "Small business" means a business, independently owned and controlled by one or more individuals who are United States citizens or legal resident aliens, and together with affiliates has 250 or fewer employees, or annual gross receipts of $10,000,000 or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

6. "Women-owned business" means a business that is at least 51 percent owned by one or more women who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one

or more women who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

7. "Employment Service Organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.

44. HIPAA COMPLIANCE:

Contractor shall be responsible for determining the applicability of, and shall comply with as applicable, all legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

45. GOVERNING LAW:

The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

46. SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES:

This Agreement shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other or as otherwise provided in the Contract Documents. Owner shall be under no obligation to agree to any requested assignment, sublet or transfer. Owner will not consent to any requested assignment, sublet or transfer to any entity who was an unsuccessful Bidder, who was deemed not to be qualified, or who was or is deemed not to be responsible. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Agreement.

47. NON-ENDORSEMENT CLAUSE FOR CONTRACTS & AGREEMENTS:

Arlington Public Schools may be identified as a "Participant" in the Goods or Services with the following statement added, "This shall not constitute an endorsement of any products or services". For further information, please contact the Arlington Public Schools School and Community Relations office.

48. ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS:

Contractor shall not use the name of Arlington Public Schools (APS) or refer to APS, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS. In no event may Supplier use a proprietary mark of APS without receiving the prior written consent of APS.

49. STUDENT DATA USAGE AND PRIVACY AGREEMENT:

As a condition of awarding a Contract for Work that requires the Contractor to have access to student data, the Contractor is required to sign the Student Data Usage and Privacy Agreement (SDUPA).

50. CONFIDENTIAL INFORMATION:

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS 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.

51. APS EMPLOYEES:

No employee of APS 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.

52. SURVIVAL OF TERMS:

Any provision of this Contract which by its terms or as necessary to carry out its purpose or intent is intended to survive the expiration or termination of this Contract shall so survive

53. 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.

54. ADA COMPLIANCE:

Compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be the sole responsibility of the Contractor. The Contractor shall defend and hold APS harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

A. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

B. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

C. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

D. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

E. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.

F. Responding to inquiries from the U.S. Department of Labor.

55. ENTIRE AGREEMENT:

The Contract Documents constitute the entire agreement between the parties pertaining to the Work and supersedes all prior and contemporaneous agreements, statements and understandings of the parties in connection therewith.

EXHIBIT E

CONTRACTOR CERTIFICATION

REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization Contracting to provide services under a Contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such Contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract. If Contractor is not able to provide the certifications required herein, it shall not execute this Certification and its Bid Shall be deemed non-responsive.

As the official authorized to enter into a Contract on behalf of my organization and on behalf of all Subcontractors and Sub-subcontractors my organization will permit to participate in performing the Work, I certify that:

1. No employee of the organization or of any Subcontractor or Sub-subcontractor who will be in the presence of students on school property during regular school hours or during school-sponsored activities during the performance of any Contract awarded to this Bidder resulting from this solicitation has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee of my organization or of any Subcontractor or Sub-subcontractor who has been convicted of rape. forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape. robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee of my organization or of any Subcontractor or Sub-subcontractor who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of the Contract with Arlington Public Schools and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Century Elevator, Inc.	Clarisse H Choux
Name of Firm	Signature
6801 Marlboro Pike, Forestville, MD 20747	Clarisse H. Choux. CEO
Address of Firm	Name and Title (please type or print)
301-669-0433	September 15, 2017
Telephone	Date

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

PURCHASING OFFICE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6121

Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
Change Date	07-DEC-2017
Buyer/Phone	Kenneth Lawson 703-228-6193
Requisitioner/Phone/Email	
FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1	ITEM 1A BID 17FY18	ARLINGTON COMMUNITY HIGH SCHOOL MOTION 2000 ELEVATOR PM INSPECTION,			Each	$157.23	$0.00
2	ITEM 1B BID 17FY18	ARLINGTON COMMUNITY HIGH SCHOOL MOTION 2000 ELEVATOR SPECIAL PM INSPECTION,			Each	$157.23	$0.00
3	ITEM 1C BID 17FY18	ARLINGTON COMMUNITY HIGH SCHOOL MOTION 2000 ELEVATOR MID-YEAR INSPECTION,			Each	$157.23	$0.00
4	ITEM 1D BID 17FY18	ARLINGTON COMMUNITY HIGH SCHOOL MOTION 2000 ELEVATOR ANNUAL PM INSPECTION,			Each	$157.23	$0.00
5	ITEM 2A BID 17FY18	ARLINGTON SCIENCE FOCUS SCHINDLER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
6	ITEM 2B BID 17FY18	ARLINGTON SCIENCE FOCUS SCHINDLER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
7	ITEM 2C BID 17FY18	ARLINGTON SCIENCE FOCUS SCHINDLER ELEVATOR MID-YEAR INSPECTION			Each	$157.23	$0.00
8	ITEM 2D BID 17FY18	ARLINGTON SCIENCE FOCUS SCHINDLER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
9	ITEM 3A BID 17FY18	ARLINGTON TRADITIONAL DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
10	ITEM 3B BID 17FY18	ARLINGTON TRADITIONAL DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
11	ITEM 3C BID 17FY18	ARLINGTON TRADITIONAL DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
12	ITEM 3D BID 17FY18	ARLINGTON TRADITIONAL DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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Purchase Order	1805137
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6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
13	ITEM 4A BID 17FY18	ASHLAWN THYSSEN KRUP ELEVATOR PM INSPECTION			Each	$415.23	$0.00
14	ITEM 4B BID 17FY18	ASHLAWN THYSSEN KRUP ELEVATOR SPECIAL PM INSPECTION			Each	$415.23	$0.00
15	ITEM 4C BID 17FY18	ASHLAWN THYSSEN KRUP ELEVATOR MID-YEAR PM INSPECTION			Each	$415.23	$0.00
16	ITEM 4D BID 17FY18	ASHLAWN THYSSEN KRUP ELEVATOR ANNUAL PM INSPECTION			Each	$415.23	$0.00
17	ITEM 5A BID 17FY18	BARCROFT MONTGOMERY ELEVATOR PM INSPECTION			Each	$157.23	$0.00
18	ITEM 5B BID 17FY18	BARCROFT MONTGOMERY ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
19	ITEM 5C BID 17FY18	BARCROFT MONTGOMERY ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
20	ITEM 5D BID 17FY18	BARCROFT MONTGOMERY ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
21	ITEM 6A BID 17FY18	BARRETT MONTGOMERY ELEVATOR #1 PM INSPECTION			Each	$157.23	$0.00
22	ITEM 6B BID 17FY18	BARRETT MONTGOMERY ELEVATOR #1 SPECIAL PM INSPECTION			Each	$157.23	$0.00
23	ITEM 6C BID 17FY18	BARRETT MONTGOMERY ELEVATOR #1 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
24	ITEM 6D BID 17FY18	BARRETT MONTGOMERY ELEVATOR #1 ANNUAL PM INSPECTION			Each	$157.23	$0.00
25	ITEM 7A BID 17FY18	BARRETT MONTGOMERY ELEVATOR #2 PM INSPECTION			Each	$157.23	$0.00
26	ITEM 7B BID 17FY18	BARRETT MONTGOMERY ELEVATOR #2 SPECIAL PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F SAMPLE
PURCHASE ORDER
Arlington Public Schools

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Purchase Order	1805137
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Buyer/Phone	Kenneth Lawson 703-228-6193
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FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

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SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
27	ITEM 7C BID 17FY18	BARRETT MONTGOMERY ELEVATOR #2 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
28	ITEM 7D BID 17FY18	BARRETT MONTGOMERY ELEVATOR #2 ANNUAL PM INSPECTION			Each	$157.23	$0.00
29	ITEM 8A BID 17FY18	CAREER CENTER HORNER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
30	ITEM 8B BID 17FY18	CAREER CENTER HORNER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
31	ITEM 8C BID 17FY18	CAREER CENTER HORNER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
32	ITEM 8D BID 17FY18	CAREER CENTER HORNER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
33	ITEM 9A BID 17FY18	CARLIN SPRINGS DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
34	ITEM 9B BID 17FY18	CARLIN SPRINGS DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
35	ITEM 9C BID 17FY18	CARLIN SPRINGS DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
36	ITEM 9D BID 17FY18	CARLIN SPRINGS DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
37	ITEM 10A BID 17FY18	CLAREMONT DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
38	ITEM 10B BID 17FY18	CLAREMONT DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
39	ITEM 10C BID 17FY18	CLAREMONT DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
40	ITEM 10D BID 17FY18	CLAREMONT DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00

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Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
41	ITEM 11A BID 17FY18	DISCOVERY OTIS ELEVATOR PM INSPECTION			Each	$415.23	$0.00
42	ITEM 11B BID 17FY18	DISCOVERY OTIS ELEVATOR SPECIAL PM INSPECTION			Each	$415.23	$0.00
43	ITEM 11C BID 17FY18	DISCOVERY OTIS ELEVATOR MID-YEAR PM INSPECTION			Each	$415.23	$0.00
44	ITEM 11D BID 17FY18	DISCOVERY OTIS ELEVATOR ANNUAL PM INSPECTION			Each	$415.23	$0.00
45	ITEM 12A BID 17FY18	DREW KONE ELEVATOR PM INSPECTION			Each	$157.23	$0.00
46	ITEM 12B BID 17FY18	DREW KONE ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
47	ITEM 12C BID 17FY18	DREW KONE ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
48	ITEM 12D BID 17FY18	DREW KONE ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
49	ITEM 13A BID 17FY18	ED CENTER ESCO #1 ELEVATOR PM INSPECTION			Each	$157.23	$0.00
50	ITEM 13B BID 17FY18	ED CENTER ESCO #1 ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
51	ITEM 13C BID 17FY18	ED CENTER ESCO #1 ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
52	ITEM 13D BID 17FY18	ED CENTER ESCO #1 ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
53	ITEM 14A BID 17FY18	ED CENTER ESCO #2 ELEVATOR PM INSPECTION			Each	$157.23	$0.00
54	ITEM 14B BID 17FY18	ED CENTER ESCO #2 ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
55	ITEM 14C BID 17FY18	ED CENTER ESCO #2 ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
56	ITEM 14D BID 17FY18	ED CENTER ESCO #2 ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
57	ITEM 15A BID 17FY18	GLEBE DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00

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Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
58	ITEM 15B BID 17FY18	GLEBE DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
59	ITEM 15C BID 17FY18	GLEBE DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
60	ITEM 15D BID 17FY18	GLEBE DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
61	ITEM 16A BID 17FY18	GUNSTON DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
62	ITEM 16B BID 17FY18	GUNSTON DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
63	ITEM 16C BID 17FY18	GUNSTON DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
64	ITEM 16D BID 17FY18	GUNSTON DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
65	ITEM 17A BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #1 PM INSPECTION			Each	$157.23	$0.00
66	ITEM 17B BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #1 SPECIAL PM INSPECTION			Each	$157.23	$0.00
67	ITEM 17C BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #1 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
68	ITEM 17D BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #1 ANNUAL PM INSPECTION			Each	$157.23	$0.00
69	ITEM 18A BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #2 PM INSPECTION			Each	$157.23	$0.00
70	ITEM 18B BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #2 SPECIAL PM INSPECTION			Each	$157.23	$0.00
71	ITEM 18C BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #2 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
72	ITEM 18D BID 17FY18	HB WOODLAWN/STRATFORD CEMCOLIFT ELEVATOR #2 ANNUAL PM INSPECTION			Each	$157.23	$0.00
73	ITEM 19A BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #1 PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

PURCHASING OFFICE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6121

Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
Change Date	07-DEC-2017
Buyer/Phone	Kenneth Lawson 703-228-6193
Requisitioner/Phone/Email	
FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
74	ITEM 19B BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #1 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
75	ITEM 19C BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #1 SPECIAL PM INSPECTION			Each	$157.23	$0.00
76	ITEM 19D BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #1 ANNUAL PM INSPECTION			Each	$157.23	$0.00
77	ITEM 20A BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #2 PM INSPECTION			Each	$157.23	$0.00
78	ITEM 20B BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #2 SPECIAL PM INSPECTION			Each	$157.23	$0.00
79	ITEM 20C BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #2 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
80	ITEM 20D BID 17FY18	HOFFMAN-BOSTON DOVER ELEVATOR #2 ANNUAL PM INSPECTION			Each	$157.23	$0.00
81	ITEM 21A BID 17FY18	JEFFERSON DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
82	ITEM 21B BID 17FY18	JEFFERSON DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
83	ITEM 21C BID 17FY18	JEFFERSON DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
84	ITEM 21D BID 17FY18	JEFFERSON DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
85	ITEM 22A BID 17FY18	KENMORE THYSSEN KRUP ELEVATOR PM INSPECTION			Each	$157.23	$0.00
86	ITEM 22B BID 17FY18	KENMORE THYSSEN KRUP ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
87	ITEM 22C BID 17FY18	KENMORE THYSSEN KRUP ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
88	ITEM 22D BID 17FY18	KENMORE THYSSEN KRUP ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
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Buyer/Phone	Kenneth Lawson 703-228-6193
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FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

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SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
89	ITEM 23A BID 17FY18	KEY DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
90	ITEM 23B BID 17FY18	KEY DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
91	ITEM 23C BID 17FY18	KEY DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
92	ITEM 23D BID 17FY18	KEY DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
93	ITEM 24A BID 17FY18	LANGSTON SCHINDLER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
94	ITEM 24B BID 17FY18	LANGSTON SCHINDLER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
95	ITEM 24C BID 17FY18	LANGSTON SCHINDLER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
96	ITEM 24D BID 17FY18	LANGSTON SCHINDLER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
97	ITEM 25A BID 17FY18	LONG BRANCH DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
98	ITEM 25B BID 17FY18	LONG BRANCH DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
99	ITEM 25C BID 17FY18	LONG BRANCH DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
100	ITEM 25D BID 17FY18	LONG BRANCH DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
101	ITEM 26A BID 17FY18	McKINLEY OTIS ELEVATOR PM INSPECTION			Each	$415.23	$0.00
102	ITEM 26B BID 17FY18	McKINLEY OTIS ELEVATOR SPECIAL PM INSPECTION			Each	$415.23	$0.00
103	ITEM 26C BID 17FY18	McKINLEY OTIS ELEVATOR MID-YEAR PM INSPECTION			Each	$415.23	$0.00
104	ITEM 26D BID 17FY18	McKINLEY OTIS ELEVATOR ANNUAL PM INSPECTION			Each	$415.23	$0.00
105	ITEM 27A BID 17FY18	McKINLEY SCHINDLER ELEVATOR PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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1426 North Quincy Street
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Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
Change Date	07-DEC-2017
Buyer/Phone	Kenneth Lawson 703-228-6193
Requisitioner/Phone/Email	
FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

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SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
106	ITEM 27B BID 17FY18	McKINLEY SCHINDLER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
107	ITEM 27C BID 17FY18	McKINLEY SCHINDLER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
108	ITEM 27D BID 17FY18	McKINLEY SCHINDLER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
109	ITEM 28A BID 17FY18	NOTTINGHAM SCHINDLER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
110	ITEM 28B BID 17FY18	NOTTINGHAM SCHINDLER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
111	ITEM 28C BID 17FY18	NOTTINGHAM SCHINDLER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
112	ITEM 28D BID 17FY18	NOTTINGHAM SCHINDLER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
113	ITEM 29A BID 17FY18	OAKRIDGE DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
114	ITEM 29B BID 17FY18	OAKRIDGE DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
115	ITEM 29C BID 17FY18	OAKRIDGE DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
116	ITEM 29D BID 17FY18	OAKRIDGE DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
117	ITEM 30A BID 17FY18	RANDOLPH DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
118	ITEM 30B BID 17FY18	RANDOLPH DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
119	ITEM 30C BID 17FY18	RANDOLPH DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
120	ITEM 30D BID 17FY18	RANDOLPH DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
121	ITEM 31A BID 17FY18	REED SCHINDLER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
122	ITEM 31B BID 17FY18	REED SCHINDLER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

PURCHASING OFFICE
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Arlington, Virginia 22207-3646
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6121

Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
Change Date	07-DEC-2017
Buyer/Phone	Kenneth Lawson 703-228-6193
Requisitioner/Phone/Email	
FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
123	ITEM 31C BID 17FY18	REED SCHINDLER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
124	ITEM 31D BID 17FY18	REED SCHINDLER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
125	ITEM 32A BID 17FY18	SWANSON AMERICAN ELEVATOR PM INSPECTION			Each	$157.23	$0.00
126	ITEM 32B BID 17FY18	SWANSON AMERICAN ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
127	ITEM 32C BID 17FY18	SWANSON AMERICAN ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
128	ITEM 32D BID 17FY18	SWANSON AMERICAN ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
129	ITEM 33A BID 17FY18	TUCKAHOE IDEC ELEVATOR PM INSPECTION			Each	$157.23	$0.00
130	ITEM 33B BID 17FY18	TUCKAHOE IDEC ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
131	ITEM 33C BID 17FY18	TUCKAHOE IDEC ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
132	ITEM 33D BID 17FY18	TUCKAHOE IDEC ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
133	ITEM 34A BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #1 PM INSPECTION			Each	$157.23	$0.00
134	ITEM 34B BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #1 SPECIAL PM INSPECTION			Each	$157.23	$0.00
135	ITEM 34C BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #1 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
136	ITEM 34D BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #1 ANNUAL PM INSPECTION			Each	$157.23	$0.00
137	ITEM 35A BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #2 PM INSPECTION			Each	$157.23	$0.00
138	ITEM 35B BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #2 SPECIAL PM INSPECTION			Each	$157.23	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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Telephone: (703) 228-6123

ACCOUNTS PAYABLE
1426 North Quincy Street
Arlington, Virginia 22207-3646
Telephone: (703) 228-6121

Purchase Order	1805137
Original Order Date	15-NOV-2017
Change Order Number	1
Change Date	07-DEC-2017
Buyer/Phone	Kenneth Lawson 703-228-6193
Requisitioner/Phone/Email	
FEIN	54-6001128
Website: https://www.apsva.us/purchasing-office/	

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
139	ITEM 35C BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #2 MID-YEAR PM INSPECTION			Each	$157.23	$0.00
140	ITEM 35D BID 17FY18	WAKEFIELD THYSSEN KRUP ELEVATOR #2 ANNUAL PM INSPECTION			Each	$157.23	$0.00
141	ITEM 36A BID 17FY18	WILLIAMSBURG DOVER ELEVATOR PM INSPECTION			Each	$157.23	$0.00
142	ITEM 36B BID 17FY18	WILLIAMSBURG DOVER ELEVATOR SPECIAL PM INSPECTION			Each	$157.23	$0.00
143	ITEM 36C BID 17FY18	WILLIAMSBURG DOVER ELEVATOR MID-YEAR PM INSPECTION			Each	$157.23	$0.00
144	ITEM 36D BID 17FY18	WILLIAMSBURG DOVER ELEVATOR ANNUAL PM INSPECTION			Each	$157.23	$0.00
145	ITEM 37 BID 17FY18	ARLINGTON TRADITIONAL GARAVENTA GENISIS WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
146	ITEM 38 BID 17FY18	ARLINGTON TRADITIONAL NATIONAL WHEEL-0-VATOR WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
147	ITEM 39 BID 17FY18	CAREER CENTER NATIONAL WHEEL-0-VATOR WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
148	ITEM 40 BID 17FY18	HENRY THYSSEN KRUP WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
149	ITEM 41 BID 17FY18	KENMORE DMT WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
150	ITEM 42 BID 17FY18	TAYLOR NATIONAL WHEEL-0-VATOR WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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Purchase Order	1805137
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6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
151	ITEM 43 BID 17FY18	THURGOOD MARSHALL FAVARIA WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
152	ITEM 44 BID 17FY18	CAREER CENTER INCLINATION DUMBWAITER PM, MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
153	ITEM 45 BID 17FY18	THURGOOD MARSHALL INDUSTRIAL FAVARIA STAIR CLIMBER PM, MID YEAR OR ANNUAL INSPECTION			Each	$68.68	$0.00
154	ITEM 46A BID 17FY18	WASHINGTON LEE KONE ELEVATOR #1 PM INSPECTION			Each	$380.00	$0.00
155	ITEM 46B BID 17FY18	WASHINGTON LEE KONE ELEVATOR #1 SPECIAL, MID YEAR OR ANNUAL PM INSPECTION			Each	$350.00	$0.00
156	ITEM 47A BID 17FY18	WASHINGTON LEE KONE ELEVATOR #2 PM INSPECTION			Each	$380.00	$0.00
157	ITEM 47B BID 17FY18	WASHINGTON LEE KONE ELEVATOR #2 SPECIAL, MID YEAR OR ANNUAL PM INSPECTION			Each	$350.00	$0.00
158	ITEM 48 BID 17FY18	WASHINGTON LEE FAVARIA WHEELCHAIR LIFT MID YEAR OR ANNUAL INSPECTION			Each	$110.00	$0.00
159	ITEM 49A BID 17FY18	YORTOWN KONE ELEVATOR #1 PM INSPECTION			Each	$380.00	$0.00
160	ITEM 49B BID 17FY18	YORTOWN KONE ELEVATOR #1 SPECIAL, MID YEAR OR ANNUAL PM INSPECTION			Each	$350.00	$0.00
161	ITEM 50A BID 17FY18	YORTOWN THYSSEN KRUPP ELEVATOR #2 PM INSPECTION			Each	$380.00	$0.00
162	ITEM 50B BID 17FY18	YORTOWN THYSSEN KRUPP ELEVATOR #2 SPECIAL, MID YEAR OR ANNUAL PM INSPECTION			Each	$350.00	$0.00
163	ITEM 51 BID 17FY18	HOURLY RATE FOR ELEVATOR MECHANIC EXTRA WORK			Hour	$169.50	$0.00

EXHIBIT F
SAMPLE PURCHASE ORDER
Arlington Public Schools

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SUPPLIER: CENTURY ELEVATOR INC
6801 MARLBORO PIKE
FORESTVILLE MD 20747

Ship To: SEE LINE DETAILS

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
164	ITEM 52 BID 17FY18	HOURLY RATE FOR ELEVATOR HELPER EXTRA WORK			Hour	$123.35	$0.00
165	ITEM 53 BID 17FY18	HOURLY RATE FOR ELEVATOR MECHANIC EXTRA WORK - OVERTIME			Hour	$191.48	$0.00
166	ITEM 54 BID 17FY18	HOURLY RATE FOR ELEVATOR HELPER EXTRA WORK - OVERTIME			Hour	$209.70	$0.00
167	ITEM 55 BID 17FY18	ACTUAL INVOICED COST OF MATERIALS FOR ELEVATOR EXTRA WORK ONLY			Each	$1.00	$0.00

The Purchase Order Terms and Conditions found on the Arlington Public Schools Purchasing Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Supplier to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective August 10, 2016.

http://www.apsva.us/wp-content/uploads/2016/08/PO-Ts-and-Cs-Amended-8-10-16.pdf

IMPORTANT: There have been a number of recent incidents where scammers are pretending to be school representatives and ordering thousands of dollars of goods. Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by:

Purchase Order Total: $

EXHIBIT F
JOB AUTHORIZATION FORM

ALL WORK TO BE PERFORMNED IN ACCORDANCE WITH TERMS AND CONDITIONS OF:

Contract No.: 35FY18 **Contractor: Brothers Mechanical Services LLC**

Contract Administrator: _____ **Total Cost Not to Exceed: $_____**

Task: _____

DESCRIPTION OF WORK

Contract Administrator's Designee: _____ **Phone Number: _____**

Job No.: _____ **Date of Issuance to the Contractor: _____**

Location: _____

REQUIREMENTS: _____

	Regular Rate	Labor Hours	Overtime Rate	Labor Hours	Total Labor Cost
Tradesman (REF Specialty Certification)	**$129.00 /hr**	_____	**$149.00 /hr**	_____	**$_____**
Apprentice Helper	**$99.00 /hr**	_____	**$99.00 /hr**	_____	**$_____**
Estimated Materials Cost	**$_____**				

Completion in Days after receipt of Notice to Proceed: _____

Special Problems or Potential Delays:_____

Subcontract Cost$_____ Actual Cost (Labor) $_____ Actual Cost (Material)$_____
Attach Documentation

_____	_____	_____	_____
APS Contract Administrator's Signature	**Date**	**Contractor's Signature**	**Date**

EXHIBIT H

OP ID: PL

DATE (MM/DD/YYYY) 06/02/2017

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Insurance Services, Inc. 1660 L Street, NW Suite 210 Washington, DC 20036 Don Butcher 202-638-1010	CONTACT NAME: Katherine Sams PHONE (A/C, No, Ext): 202-638-1010 FAX (A/C, No): 202-638-1247 E-MAIL ADDRESS: ksams@allianceindc.com
INSURED Century Elevator, Inc. 6801 Marlboro Pike Forestville, MD 20747	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Exchange — 26271 INSURER B : Chesapeake INSURER C : Great American Ins. Cos. INSURER D : National Union INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		GLP132471800	06/01/2017	06/01/2018	EACH OCCURRENCE	$ 1,000,000
	X Add'l Insured						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			Q06-0140379	06/01/2017	06/01/2018	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			EBU043088820	06/01/2017	06/01/2018	AGGREGATE	$ 2,000,000
	DED X RETENTION $ None							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A			2098636	06/01/2017	06/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Elevator maintenance SEE ATTACHED NOTES FOR JOBS
Certificate holder is additional insured

CERTIFICATE HOLDER

Arlington County Public School
Purchasing Department
Steven Bernheisel
1426 N Quincy St
Arlington, VA 22207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donald J. Butcher

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92-APS01 Arlington Science Focus Elementary School
92-APS02 Arlington Traditional Elecmentary School
92-APS03 Ashlawn Elementary School
92-APS04 Barcroft Elementary School
92-APS05 Barrett Elementary School
92-APS06 Career Center
92-APS07 Carlin Springs Elementary School
92-APS08 Claremont Elementary School
92-APS09 Drew Elementary School
92-APS10 Education Center
92-APS12 Glebe Elementary School
92-APS13 Gunston Middle School
92-APS14 HB Woodlawn/ Stratford High School
92-APS15 Henry Elementary School
92-APS16 Hoffman-Boston Elementary School
92-APS17 Jefferson Middle School
92-APS18 Kenmore Middle School
92-APS19 Key Elementary School
92-APS20 Langston Continuing Education Center
92-APS21 Long Branch Elementary School
92-APS22 McKinley Elementary School
92-APS23 Nottingham Elementary School
92-APS24 Oakridge Elementary School
92-APS25 Randolph Elementary School
92-APS26 Reed Family Education Center
92-APS27 Swanson Middle School
92-APS28 Taylor Elementary School
92-APS29 Thurgood Marshall Building
92-APS30 Tuckahoe Elementary School
92-APS31 Wakefield High School
92-APS33 Williamsburg Middle School
92-APS34 Wilson Building