

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION

320 Hospital Drive, Suite 23

Warrenton, Virginia 20186

Phone: 540.422-8352

Fax: 540.422-8355

NOTICE OF CONTRACT

MAINTENANCE SERVICE AGREEMENT

DATE: June 1, 2016

COMMODITY NAME: Scales, Truck Maintenance and Repair
Escalated Pricing

CONTRACT NUMBER: #SMA2016-21

CONTRACT PERIOD: June 1, 2016 –May 31, 2022
(Agreement for each one year term attached)

RENEWAL OPTIONS: NONE

CONTRACTOR: Apple Valley Scale Company, Inc.
V/N: 646939 225 Lenoir Drive,
Winchester, VA 22602
Phone: 540-665-1644
Contact: Brandy Jenkins
Email: Bjenkins@applevalleyscale.com

TERMS: Net 45 days

FOR FURTHER INFORMATION CONTACT: Kathy H. Stanley, CPPB, Senior Buyer
Kathy.stanley@fauquiercounty.gov.

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

INSTRUCTIONS

1. **Orders:** All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8352 or 8351.
2. The applicable contract number, vendor number, total dollar amount, contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor's invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG&PS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. Contractor shall provide updated Certificates of Insurance for the duration of the contract
6. Price: See attached Maintenance Service Agreements.

**5 Year Maintenance
2016-2021**



**MAINTENANCE
SERVICE AGREEMENT**

No. **SMA2016-21**

(540) 665-1644 (800) 451-1644
P.O. Box 3434, Winchester, VA 22604 225 Lenoir Drive, Winchester, VA 22603

Agreement With **Fauquier County Government**
Billing Address **6438 College Street**
Warrenton, VA 20187
Purchase Order No.

ACCEPTED Company **Fauquier County Government**

BY Susan R. Monaco
Title Fauquier County Procurement Mgr. Date 6/2/2016
Person to Contact **Kathy Stanley**
Phone **540-422-8354** Fax **540-422-8355**

A. COMMENCING June 1, 2016, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.

- B. WE AGREE** to furnish the services listed below:
1. Inspect and test each scale for accuracy using test methods in accordance to NIST HB-44.
 2. Make field adjustments as provided by the manufacturer, for maintaining scale within maintenance tolerance.
 3. Instruct your employees and advise you relative to proper operation and maintenance procedures.
 4. Furnish sufficient certified test weights to conduct a proper test and to transport such weights to and from the job site.
 5. Furnish a complete written report on the condition and accuracy of each scale covered by this agreement.
 6. All services provided will be conducted by a factory trained service technician.

TO RENDER SERVICE IN: Jan. Feb. Mar. Apr. **May** June July Aug. Sept. Oct. **Nov.** Dec.

- C. FLAT RATE BASIS @ \$259.00** per inspection.
D. AGREEMENT HOURLY RATE BASIS @ \$ _____ **per hour.**
E. EMERGENCY BREAKDOWN RATE BASIS @ \$65.00 per hour.
F. IT IS MUTUALLY AGREED:

- A. THAT THE SCHEDULE COVERS WORK PERFORMED DURING REGULAR WORKING HOURS, MONDAY TO FRIDAY INCLUSIVE.
- B. ALL ADDITIONAL WORK WILL BE BILLED ON AN HOURLY RATE.
- C. THAT "FACTORY MADE" REPAIR PARTS WILL BE USED WHERE APPLICABLE AND WILL BE CHARGED AT THE PREVAILING REPAIR PART PRICE SCHEDULE.
- D. THAT ALL WORK BE DONE IN A WORKMANLIKE MANNER, BUT THAT WE SHALL IN NO EVENT BE OR BECOME ANYWISE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES ARISING OUT OF DELAY OR DEFECTIVE PARTS OR MATERIALS, POOR WORKMANSHIP, OR FROM ANY OTHER CAUSE IN RESPECT OF THE CONDITION, ADJUSTMENT, USE OR OPERATION OF ANY SCALE OR WEIGHT DEVICE OR FOR THE COST OF ANY REPLACEMENTS OR REPAIRS MADE WITHOUT OUR EXPRESS WRITTEN AUTHORIZATION OR APPROVAL.
- E. ANY CUSTOMER CAUSED DELAY IN PERFORMING THE CONTRACT WILL BE BILLED AT HOURLY SERVICE RATES IN EFFECT.

SCALES AND WEIGHING DEVICES COVERED BY THIS AGREEMENT:

TYPE/CAPACITY	MFGR.	MODEL NO.	SERIAL NO.	LOCATION
Truck Scale/120k	Cardinal	10070-EPR-G	1333401	Warrenton, VA

SPECIAL COMMENTS: Service Truck \$85.00; Emergency Test Truck \$195.00;
Regulatory Compliance Fee (Service Truck) \$9.50 or (Test Truck) \$15.00

**5 Year Maintenance
2016-2021**



**MAINTENANCE
SERVICE AGREEMENT**

No. **SMA2016-21**

(540) 665-1644 (800) 451-1644
P.O. Box 3434, Winchester, VA 22604 225 Lenoir Drive, Winchester, VA 22603

Agreement With **Fauquier County Government**
Billing Address **6438 College Street**
Warrenton, VA 20187
Purchase Order No.

ACCEPTED Company **Fauquier County Government**
BY Susan R. Monaco
Title Fauquier County Proc. Mgr. Date 6/2/16
Person to Contact **Kathy Stanley**
Phone **540-422-8354** Fax **540-422-8355**

A. COMMENCING June 1, 2017, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.

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 2. Make field adjustments as provided by the manufacturer, for maintaining scale within maintenance tolerance.
 3. Instruct your employees and advise you relative to proper operation and maintenance procedures.
 4. Furnish sufficient certified test weights to conduct a proper test and to transport such weights to and from the job site.
 5. Furnish a complete written report on the condition and accuracy of each scale covered by this agreement.
 6. All services provided will be conducted by a factory trained service technician.

TO RENDER SERVICE IN: Jan. Feb. Mar. Apr. **May** June July Aug. Sept. Oct. **Nov.** Dec.

C. FLAT RATE BASIS @ \$264.00 per inspection.

D. AGREEMENT HOURLY RATE BASIS @ \$ _____ per hour.

E. EMERGENCY BREAKDOWN RATE BASIS @ \$65.00 per hour.

- F. IT IS MUTUALLY AGREED:**
- A. THAT THE SCHEDULE COVERS WORK PERFORMED DURING REGULAR WORKING HOURS, MONDAY TO FRIDAY INCLUSIVE.
 - B. ALL ADDITIONAL WORK WILL BE BILLED ON AN HOURLY RATE.
 - C. THAT "FACTORY MADE" REPAIR PARTS WILL BE USED WHERE APPLICABLE AND WILL BE CHARGED AT THE PREVAILING REPAIR PART PRICE SCHEDULE.
 - D. THAT ALL WORK BE DONE IN A WORKMANLIKE MANNER, BUT THAT WE SHALL IN NO EVENT BE OR BECOME ANYWISE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES ARISING OUT OF DELAY OR DEFECTIVE PARTS OR MATERIALS, POOR WORKMANSHIP, OR FROM ANY OTHER CAUSE IN RESPECT OF THE CONDITION, ADJUSTMENT, USE OR OPERATION OF ANY SCALE OR WEIGHT DEVICE OR FOR THE COST OF ANY REPLACEMENTS OR REPAIRS MADE WITHOUT OUR EXPRESS WRITTEN AUTHORIZATION OR APPROVAL.
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SCALES AND WEIGHING DEVICES COVERED BY THIS AGREEMENT:

TYPE/CAPACITY	MFGR.	MODEL NO.	SERIAL NO.	LOCATION
Truck Scale/120k	Cardinal	10070-EPR-G	1333401	Warrenton, VA

SPECIAL COMMENTS: Service Truck \$85.00; Emergency Test Truck \$195.00;
Regulatory Compliance Fee (Service Truck) \$9.50 or (Test Truck) \$15.00

**5 Year Maintenance
2016-2021**



**MAINTENANCE
SERVICE AGREEMENT**

No. **SMA2016-21**

(540) 665-1644 (800) 451-1644
P.O. Box 3434, Winchester, VA 22604 225 Lenoir Drive, Winchester, VA 22603

Agreement With **Fauquier County Government**
Billing Address **6438 College Street**
Warrenton, VA 20187
Purchase Order No.

ACCEPTED Company **Fauquier County Government**
BY Susan R. Monaco
Title Fauquier County Procurement Manager Date 6/2/2016
Person to Contact **Kathy Stanley**
Phone **540-422-8354** Fax **540-422-8355**

A. COMMENCING June 1, 2018, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.

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 5. Furnish a complete written report on the condition and accuracy of each scale covered by this agreement.
 6. All services provided will be conducted by a factory trained service technician.

TO RENDER SERVICE IN: Jan. Feb. Mar. Apr. **May** June July Aug. Sept. Oct. **Nov.** Dec.

- C. FLAT RATE BASIS @ \$269.00** per inspection.
D. AGREEMENT HOURLY RATE BASIS @ \$ _____ **per hour.**
E. EMERGENCY BREAKDOWN RATE BASIS @ \$65.00 per hour.
F. IT IS MUTUALLY AGREED:

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- B. ALL ADDITIONAL WORK WILL BE BILLED ON AN HOURLY RATE.
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**5 Year Maintenance
2016-2021**



**MAINTENANCE
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No. **SMA2016-21**

(540) 665-1644
P.O. Box 3434, Winchester, VA 22604

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Agreement With **Fauquier County Government**
Billing Address **6438 College Street**
Warrenton, VA 20187
Purchase Order No.

ACCEPTED Company **Fauquier County Government**

BY Susan B. Monaco
Fauquier County
Title Procurement Manager Date 6/2/2016
Person to Contact **Kathy Stanley**
Phone **540-422-8354** Fax **540-422-8355**

- A. **COMMENCING June 1, 2019**, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.
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- TO RENDER SERVICE IN: Jan. Feb. Mar. Apr. **May** June July Aug. Sept. Oct. **Nov.** Dec.
- C. **FLAT RATE BASIS @ \$274.00** per inspection.
- D. **AGREEMENT HOURLY RATE BASIS @ \$** _____ **per hour.**
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- F. **IT IS MUTUALLY AGREED:**
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ACCEPTED Company **Fauquier County Government**

BY Susan R. Monaco
Title Fauquier County Procurement Manager Date 6/2/2016
Person to Contact **Kathy Stanley**

Phone **540-422-8354** Fax **540-422-8355**

A. **COMMENCING June 1, 2020**, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.

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Billing Address **6438 College Street**
Warrenton, VA 20187
Purchase Order No.

ACCEPTED Company **Fauquier County Government**
BY Susan B. Monroe
Title Fauquier County Procurement Manager Date 6/2/2016
Person to Contact **Kathy Stanley**
Phone **540-422-8354** Fax **540-422-8355**

- A. **COMMENCING May 31, 2021**, WE AGREE TO FURNISH YOU INSPECTION AND TEST SERVICE WITH RESPECT TO THE SCALES AND WEIGHING DEVICES AT YOUR PLACE OF BUSINESS ENTERED ABOVE, COVERING THOSE UNITS LISTED ON THE BOTTOM OF THIS FORM OR ANY UNITS COVERED BY ANY DULY EXECUTED ADDENDUM THAT MAY BECOME A PART OF THIS AGREEMENT ACCORDING AND SUBJECT TO THE FOLLOWING PROVISIONS, UNTIL THIS AGREEMENT IS TERMINATED BY EITHER PARTY ON A 30 DAYS WRITTEN NOTICE.
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SPECIAL COMMENTS: Service Truck \$85.00; Emergency Test Truck \$195.00;
Regulatory Compliance Fee (Service Truck) \$9.50 or (Test Truck) \$15.00

Stanley, Kathy

From: Stanley, Kathy
Sent: Thursday, May 26, 2016 9:12 AM
To: Bratcher, Davina
Subject: Service Maintenance Agreements with Apple
Attachments: Maintenance Agreement- Fauquier County Gov 2020.rtf; Maintenance Agreement- Fauquier County Gov 2021.rtf; Maintenance Agreement- Fauquier County Gov 2019.rtf; Maintenance Agreement- Fauquier County Gov 2018.rtf; Maintenance Agreement- Fauquier County Gov 2017.rtf; Maintenance Agreement- Fauquier County Gov.rtf

Good Morning Davina,

Per our conversation, please see the attached and advise if this will work for you and if the escalated annual increases will fit within your budget.

Thanks

Kathy H. Stanley, CPPB
Senior Buyer, Procurement
Fauquier County and Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Ph 540.422.8354

F 540.522.8355

Email: Kathy.stanley@fauquiercounty.gov.

<http://www.fauquiercounty.gov/government/departments/procurement/>



From: bjenkins@applevalleyscale.com [mailto:bjenkins@applevalleyscale.com]
Sent: Wednesday, May 25, 2016 4:56 PM
To: Stanley, Kathy <Kathy.Stanley@fauquiercounty.gov>
Subject: RE: Hello

Kathy,

Please circle which months you would like service done. The parts would we are not allowed to charge no more than 10% due to government standards. Please see all copies.

If you need anything else please let me know.

Thanks,
Brandy Jenkins

Apple Valley Scale Company

**225 Lenoir Drive
Winchester, VA 22603
P: 540-665-1644**