NOTICE OF AWARD OF CONTRACT

TO: ARLINGTON LOCK, INC.
6201 LEESBURG PIKE, STE #1
FAI'L CHURCH, VA 22044

DATE ISSUED: JUNE 30, 2011
CURRENT REFERENCE NO: 164-11
CONTRACT TITLE: LOCKSMITH SERVICES
PRIOR REFERENCE NO: 211-10

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on June 9, 2011. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE, 30, 2012.

This is the FIRST year award notice of a FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 164-11 and the bid of the Contractor.

CONTRACT PRICING:
REFER TO BID FORM OF CONTRACTOR (ATTACHED)
PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
BID OF CONTRACTOR
ITB 164-11

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

VENDOR CONTACT: ROBERT W. BARTON VENDOR TEL. NO.: 703-534-4400
VENDOR EMAIL: rob@5625@aol.com VENDOR FAX. NO.: 703-534-4404
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1784390

COUNTY CONTACT: REFER TO AUTHORIZING PURCHASE ORDERS FOR EACH AGENCY

CONTRACT AUTHORIZATION

PAMELA HAYES DATE
ASSISTANT PURCHASING AGENT

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 164-11

BID FORM

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

BIDS WILL BE OPENED AT 3:00 P.M., ON JUNE 9, 2011

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

A. TASK RATES
PRICE INCLUDES ALL THINGS NECESSARY FOR PERFORMING THE WORK, INCLUDING BUT NOT
LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING,
TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

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<thead>
<tr>
<th>#</th>
<th>ITEM</th>
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<td>1</td>
<td>DUPLICATE KEYS:</td>
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<td>a. REGULAR</td>
<td>$2.75</td>
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<td>b. SECTIONAL</td>
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<td>c. DOUBLESIDED</td>
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<td>EACH</td>
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<td>2</td>
<td>FITTING KEYS TO CYLINDERS</td>
<td>$18.00</td>
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<td>EACH</td>
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<td>3</td>
<td>CODE KEYS BY NUMBER</td>
<td>$7.80</td>
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<td>EACH</td>
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<td>4</td>
<td>MEDECO KEYS &amp; MUL-T-LOCK KEYS</td>
<td>$12.00</td>
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<td>EACH</td>
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<td>5</td>
<td>ACE KEYS</td>
<td>$4.00</td>
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<td>EACH</td>
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<td>6</td>
<td>CYLINDER CHANGE OR RE-KEY CYLINDERS</td>
<td>$18.00</td>
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<td>EACH</td>
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<td>PROVIDE KEY BLANKS:</td>
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<td></td>
<td>a. REGULAR</td>
<td>$1.05</td>
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<td>EACH</td>
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<td></td>
<td>b. SECTIONAL</td>
<td>$1.25</td>
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<td>c. DOUBLESIDED</td>
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<td>EACH</td>
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<td>8</td>
<td>DISCOUNT FROM LIST FOR LOCKSETS,</td>
<td>15%</td>
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<td></td>
<td>RELATED HARDWARE AND OTHER MATERIALS</td>
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</table>
B. **HOURLY LABOR RATES**

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>REGULAR HOURLY RATE</th>
<th>OVERTIME HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>LOCKSMITH</td>
<td>$ 95.00</td>
<td>$ 135.00</td>
</tr>
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</table>

C. **REGISTRATION AND LICENSE**

THE CONTRACTOR SHALL INDICATE REGISTRATION AND DCJS LICENSE NUMBER IN THE SPACE PROVIDED BELOW.

<table>
<thead>
<tr>
<th>#</th>
<th>ITEM</th>
<th>REGISTRATION/LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MEDECO REGISTRATION</td>
<td>10681 MEDECO (Original)</td>
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<tr>
<td>2</td>
<td>MULT-T-LOCK REGISTRATION</td>
<td>700404</td>
</tr>
<tr>
<td>3</td>
<td>DCJS LICENSE #</td>
<td>11-5754</td>
</tr>
</tbody>
</table>

D. **THE BIDDER SHALL PROVIDE DOCUMENTATION OF REGISTRATION AND LICENSES.**

E. **THE BIDDER SHALL PROVIDE A COPY OF SAFETY MANUAL.**

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent’s website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

**BIDDER NAME:**

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

Please mark one:

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

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

BIDDER NAME: 

[Signature]

164-11 Page 32
BID FORM, PAGE 4 OF 6

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

[Address Information]

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

NAME (PRINTED):

TITLE:

E-MAIL ADDRESS:

TEL. NO.:
| **SUBMITTED BY:** (LEGAL NAME OF ENTITY) | Arlington Lock, Inc. |
| **ADDRESS:** | 6201 Leesburg Pike, Suite 1 |
| **CITY/STATE/ZIP:** | Falls Church, VA 22044 |
| **TELEPHONE NO:** | 703 534-4480 |
| **FACSIMILE NO:** | 703 534-4404 |
| **TAX ID NUMBER (EIN/SSN):** | 54-1784390 |

**THIS FIRM IS A:** 
- [ ] General Partnership, [ ] Limited Partnership, [ ] Unincorporated Association, [ ] Limited Liability Company, [ ] Sole Proprietorship

**IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?** [ ] Yes [ ] No

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE VIRGINIA SCC:** 0467237-6

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

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

**BIDDER STATUS:** [ ] Minority Owned: [ ] Woman Owned: [ ] Neither:
INVITATION TO BID NO. 164-11

BID FORM, PAGE 6 OF 6

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS’ COMMITTEE.

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

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

C. A negative reply will not adversely affect consideration of your bid/proposal.

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

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

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

BIDDER’S AUTHORIZATION TO EXTEND CONTRACT:

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<tr>
<th>YES</th>
<th>NO</th>
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<td>WASHINGTON SUBURBAN SANITARY COMMISSION</td>
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<td>WINCHESTER, VIRGINIA</td>
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<td>WINCHESTER PUBLIC SCHOOLS</td>
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<td>WINCHESTER PUBLIC SCHOOLS</td>
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</table>

Vendor Name: Arlington Lock, Inc.

164.1 Page 35
June 6, 2011

To Whom It May Concern:

This letter is to signify that Arlington Lock (Medeco Acct #: 10621) location at 6201 Leesburg Pike, Falls Church, VA 22044 is an authorized Medeco service center. Arlington Lock is fully capable of providing service and support for Medeco Original, Biaxial, and Medeco\(^3\) key system designs.

If you should have any questions, please feel free to contact me at 201-705-3134, or by email at dbowman@assaabloyrss.com

Sincerely,

[Signature]

Dale L. Bowman, CML, CJIL, CPP
Medeco Security Locks
Arrow Lock & Door Hardware
Territory Manager - Chesapeake
June 2, 2011

To Whom It May Concern:

Arlington Lock, Inc. having an address at 6201 Leesburg Pike, Falls Church, VA 22044, has a direct and open account with Mul-T-Lock USA that is in good standing. It is referenced internally by customer number 700404.

Arlington Lock, Inc. is authorized to order any products in the following keyway profiles:

- Garrison – G066
- Integrator – 348P
- 7X7 – 348
- Interactive – 206S, Factory Restricted (with end-user authorization), End User Restricted (with end-user authorization)
- Classic – 006C

Sincerely Yours,

[Signature]

John C. Kieffer
 Territory Manager – Mid-Atlantic
Mul-T-Lock USA, Inc.
100 Commerce Way, Suite 2
Hackensack, NJ 07601

Cellular: (301) 792-6363
Toll Free: (800) 562-3511
www.john_k@mul-t-lockusa.com
www.mul-t-lockusa.com

An ASSA ABLOY Group brand
Locksmith Services

For

Private Security Services Business

has complied with Chapter 27, Title 9, Code of Virginia

T/A: Rails Church Lock & Key / Arlington Lock & Key

Arlington Lock, Inc.

certifies that

Department of Criminal Justice Services

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

INVITATION TO BID NO. 164-11

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100
CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 9TH DAY OF JUNE,
2011 FOR:

PROVISION OF LOCKSMITH SERVICES FOR UP TO A FIVE (5) YEAR PERIOD

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

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE
SOLICITATION DOCUMENTS.

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

Arlington County, Virginia
Office of the Purchasing Agent

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

SPEC
1. **INSTRUCTIONS TO BIDDERS**

   **1. ADDITIONAL INFORMATION**
   All questions relating to this solicitation shall be submitted in writing to Pameia Hayes in the Office of the Purchasing Agent, at phayes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: TIB No. 164-11 Questions. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

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

   Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.
4. **BIDDER CERTIFICATION**
Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable. It is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

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

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

7. **EQUIVALENT EXPERIENCE AND REFERENCES - NOT USED.**

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

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

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

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

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

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

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

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

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

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

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

19. VIRGINIA CONTRACTOR LICENSE – Not used.

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

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING
After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

22. PARKING
At most Arlington County government facilities, parking for contractors' vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

23. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require
services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.

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

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

26. INSURANCE REQUIREMENTS
Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be considered. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

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

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

a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

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

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

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

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

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

1. INTRODUCTION
Arlington County ("County") seeks to establish a contract with a qualified firm to provide locksmith services and the purchase of lock hardware on an as-needed basis to be used in County owned and leased facilities. It is anticipated that the total annual contract amount will be approximately $30,000.

2. SERVICE REQUIREMENTS
The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, and materials as required to provide comprehensive lock installation and repair services on a time and materials basis. The Contractor shall also provide provisions for the purchase of locks and related lock hardware on an as needed basis. All lock hardware shall be ADA compliant.

3. CONTRACT TERM:
Work under this Agreement shall commence upon award of this contract and shall continue for a twelve (12) month period (Initial Contract Term). Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award of Contract, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods. Pricing shall remain firm for the first twenty-four (24) months of the contract.

4. REGISTRATION AND CERTIFICATION REQUIREMENTS
The Contractor shall be registered with Medeco and Mul-T-Lock at all times during the contract term. The Contractor shall also possess a Virginia Department of Criminal Justice Services (DCJS) license at all times during the contract term. Not having the required registrations or license shall be grounds for termination of the contract.

5. WORK TICKET & WORK ORDERS:
For time and material work less than $5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the issued Work Order number. The Contractor’s employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County’s acceptance of any work performed during the visit or the amount of labor hours charged to the job.

The Contractor shall submit a proposal for all cost estimates exceeding $2,500.

6. PROJECT WORK (Work greater than $5,000)
The Contractor shall submit a formal proposal for all work whose anticipated cost exceed $5,000. The Contractor’s proposal shall be based on the Contract Labor Rates and Material Cost on the Bid Form. The proposal shall indicate the cost for the work, all the necessary material and the associated labor each as a separate cost item. The Contractor shall also indicate on the proposal any miscellaneous cost including, but not limited to, such items as permit fees and special equipment rental. Upon acceptance of the proposal by the County Project Officer or designee, the County shall issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of a valid County PO. The County reserves the right to solicit additional cost proposals or issue a separate bid(s) for any such project work.

At the County’s request, the Contractor shall perform project work on a time and materials basis.
7. **IMPROPER OPERATION:**
The Contractor shall be responsible for all costs of repair work caused by improper operation, negligence, misuse or accidents caused by the Contractor’s employees including subcontractors, or as a result of actions of the Contractor’s employees, including subcontractors.

If any lock warranty is invalidated due to Contractor’s negligence the Contractor shall be responsible for any ensuing costs.

8. **WORK HOURS:**
Regular work hours are defined as: 7:00 a.m. to 4:00 p.m., Monday through Friday, except weekends and County-observed holidays. All work shall be performed during regular working hours unless directed otherwise by the County Project Officer or designee.

9. **COUNTY OBSERVED HOLIDAYS:**

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<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>December 31</td>
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<tr>
<td>Lee/Jackson/King Day</td>
<td>December 21-25</td>
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<tr>
<td>Washington's Birthday</td>
<td>December 25</td>
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<tr>
<td>Memorial Day</td>
<td>May 30</td>
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<tr>
<td>Christmas Day</td>
<td>December 25</td>
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<tr>
<td>Columbus Day</td>
<td>September 16</td>
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<td>Veterans Day</td>
<td>November 11</td>
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<tr>
<td>*Thanksgiving (2-Day Holiday)</td>
<td>November 22-23</td>
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<tr>
<td>Independence Day</td>
<td>September 5</td>
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<td>Labor Day</td>
<td>September 7</td>
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The County may also designate other County-observed holidays.

10. **ON-CALL SERVICE:**
The Contractor shall provide twenty-four (24) hour on-call and emergency repair services. The Contractor shall respond onsite within two (2) hours of a call identified as an emergency and shall respond onsite within twenty-four (24) hours for routine service calls. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer and a valid County Purchase Order is issued.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may terminate the contract.

11. **OVERTIME WORK:**
Work authorized to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer. Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor’s convenience shall be paid for at straight-time hourly labor rate(s) only.

12. **CHECK-IN AT SITE AND SIGN-OFF:**
The Contractor’s employees shall check in and out with the County’s Facilities Management Bureau Hotline (703-228-4422) to allow for proper notification to County staff at the various sites.

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**THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.**

13. **MATERIAL AND WORKMANSHIP:**
All parts and materials used or furnished under this contract shall be new and genuine
manufacturer’s recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required on a case-by-case basis when rebuilt parts are proposed for use.

14. **GUARANTEE:**
The Contractor shall guarantee all parts/materials and workmanship for a period of one (1) year or the manufacturer’s warranty period, whichever is longer. Any repeated repairs/corrections for the same reason or problem within this time period shall be made at no cost to the County. The Contractor guarantee shall commence upon final County payment for that specific project, item, or task.

15. **CONTRACTOR’S PERSONNEL**

A. **CONTRACT MANAGER:** The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, Project Officer, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days of contract award. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of locksmith field; have the ability to troubleshoot problems and issues quickly; and be able to consult with the County Project Officer about remedies.

The Contract Manager shall report to the County’s Project Officer for communication, coordination and evaluation of work and for quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contract Manager shall meet with the County Project Officer upon County request for progress meetings as needed to discuss performance and receive feedback on all services performed.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

B. **LOCKSMITH:** The Contractor shall provide locksmiths that have a minimum of three (3) years experience in the locksmith field and possess a Virginia Department of Criminal Justice Services (DCJS) license. Evidence of stated license shall be made available to the County upon request at any time.

The Contractor shall employ at all times during the Contract term at least two (2) locksmiths that are readily available to perform work under this Contract.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

16. The County reserves the right to reject any of Contractor’s service personnel who, in the County’s judgment, are not adequately qualified to perform the work.

17. **PAYMENT FOR CONTRACT SERVICES**
Payments for work performed by the Contractor and accepted by the County Project Officer will be made by the County to the Contractor on upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. Work Tickets shall be provided for all work and shall reference the appropriate Work Order and/or Purchase Order number. Invoices submitted without completed Work Tickets, shall not be paid and returned to the Contractor.
Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No “portal to portal” charges or fuel surcharges are permitted under the contract.

18. **TIMELY COMPLETION OF WORK**
The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor’s invoices any charges for time spent by the Contractor’s crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the Project Officer. Priority work identified by the County Project Officer or designee shall take precedence over current work.

19. **SPECIAL TERMS AND CONDITIONS**

   A. **ROOF SAFETY:** The Contractor shall follow all applicable federal, state, and local safety requirements and regulations.

   B. **MATERIAL DISPOSAL:** The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.). See Section III, paragraph 19.

   C. **SAFETY WORK PLAN:** The Contractor shall provide a safety work plan to the County Project Officer or designee upon request from the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

   D. **CODES AND STANDARDS:** All work performed under this contract shall be in strict accordance with all applicable codes, industry standards, and County Standards. Should permits for any work performed by this Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees associated with project work.

   E. **PARKING:** Parking for the Contractor shall not be provided. The Contractor is responsible for all parking fees associated with its vehicles on job assignments.

20. **JUSTICE CENTER BACKGROUND CHECK**
Within thirty (30) calendar days after award of the contract, a minimum of one (1) locksmith employed by the Contractor must obtain background check approval from the Arlington County Sheriff, and receive one day Arlington County Detention Facility (ACDF) training to work in the ACDF and Courthouse. The Contractor shall not be reimbursed for time required for ACDF training.

21. **METHOD OF MEASURING PERFORMANCE**
The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:

   A. Failure to adhere to the contract requirements.

   B. Failure to provide appropriately certified and trained personnel as required in the section titled “Contractor’s Personnel.”
C. Number of call-backs to correct malfunctions/failures.

D. Failure to respond to requests for work as provided for in these specifications.

E. Failure to perform services within accepted industry standards and codes.

F. Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.

G. Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three or more jobs within a three (3) month period, may result in termination of the contract by the County for default.

H. Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County’s Project Officer as required the in Contractor's Personnel section.

I. Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

22. SERVICES FOR OTHER COUNTY AGENCIES
This Contract is extended to other County Agencies. If other Agencies make use of this Contract, a separate Purchase Order ("PO") must be issued by that Agency. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 164-11.

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide locksmith services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Agreement will commence on July 1, 2011 and be completed no later than June 30, 2012 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor four (4) additional twelve (12) month periods from July 1, 2012 to June 30, 2016 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 164-11 at the prices provided in the bid of the Contractor.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for at least the first twenty-four months. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount or price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in JANUARY of each year of the Contract.

If the Contractor and the County do not agree on a contract price or amount for a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtyith (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the term. The contract amount/unit price that
changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

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

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

8. **BACKGROUND CHECK**
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

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

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

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

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

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

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

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

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

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

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
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 if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present
expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require 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.

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

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

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

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

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

17. DAMAGE TO PROPERTY
Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of
damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

18. **CLEANING UP**
The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor’s operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, false work, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, false work, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

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

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

21. **HAZARDOUS MATERIALS**
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.
22. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL
The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

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

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

23. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.
24. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

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

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

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

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

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

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

26. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County’s data or inputs.
The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enter into with subcontractors or other third parties for work related to work pursuant to this Contract.

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

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

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

37. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
38. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

40. **RELATION TO THE COUNTY**
The Contractor will be legally considered as an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by the County for its employees.

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

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

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

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

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

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

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

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County
Purchasing Resolution or any applicable County policy is waived in whole or in part.

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

48. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of
the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with
respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.
In performing its work under this Contract, the Contractor shall comply with applicable federal,
state, and local laws, ordinances and regulations.
49. **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.

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

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

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

53. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

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

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

**TO THE CONTRACTOR:** REFER TO BID FORM OF CONTRACTOR

**TO THE COUNTY:**
The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);
AND

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

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

58. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or the County’s presence on other party’s websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” That document is located at: http://www.ada.gov/websites2.htm.

59. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

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

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

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

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

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

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

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

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

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage(s) are submitted
to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 164-11

BID FORM

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

BIDS WILL BE OPENED AT 3:00 P.M., ON JUNE 9, 2011

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

A. TASK RATES

PRICE INCLUDES ALL THINGS NECESSARY FOR PERFORMING THE WORK, INCLUDING BUT NOT
LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING,
TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

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<td>FITTING KEYS TO CYLINDERS</td>
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<td>3</td>
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<td>4</td>
<td>MEDECO KEYS &amp; MULT-LOCK KEYS</td>
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<td>5</td>
<td>ACE KEYS</td>
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<td>6</td>
<td>CYLINDER CHANGE OR RE-KEY CYLINDERS</td>
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<td></td>
<td>c. DOUBLESIDED</td>
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8 DISCOUNT FROM LIST FOR LOCKSETS, RELATED HARDWARE AND OTHER MATERIALS %

BIDDER NAME __________________________
B. HOURLY LABOR RATES
HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

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<tr>
<td>LOCKSMITH</td>
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C. REGISTRATION AND LICENSE
THE CONTRACTOR SHALL INDICATE REGISTRATION AND DCJS LICENSE NUMBER IN THE SPACE PROVIDED BELOW.

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<tr>
<td>3</td>
<td>DCJS LICENSE #</td>
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</table>

D. THE BIDDER SHALL PROVIDE DOCUMENTATION OF REGISTRATION AND LICENSES.

E. THE BIDDER SHALL PROVIDE A COPY OF SAFETY MANUAL.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

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

Please mark one:

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

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

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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

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

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

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

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

AUTHORIZED SIGNATURE ________________________________

PRINT NAME AND TITLE ________________________________

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

NAME (PRINTED): ______________________________________

TITLE: ________________________________________________

E-MAIL ADDRESS: ______________________________________

TEL. NO.: ____________________________________________
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<th>Submitted by: (Legal Name of Entity)</th>
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<td>City/State/Zip:</td>
</tr>
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<td>Telephone No:</td>
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<tr>
<td>Facsimile No.:</td>
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<tr>
<td>Tax ID Number (EIN/SSN):</td>
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This firm is a:  
- [ ] Corporation,  
- [ ] General Partnership,  
- [ ] Limited Partnership,  
- [ ] Unincorporated Association,  
- [ ] Limited Liability Company,  
- [ ] Sole Proprietorship

Is firm authorized to transact business in the Commonwealth of VA?  

Identification No. issued to the firm by the Virginia SCC:

Any bidder exempt from SCC authorization requirement shall include a statement with its bid why they are not required to be so authorized.

Is your firm or any of its principals currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision?  

Bidder Status:  
- [ ] Minority Owned:  
- [ ] Woman Owned:  
- [ ] Neither:  

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

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

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

C. A negative reply will not adversely affect consideration of your bid/proposal.

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

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

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

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

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Vendor Name: ____________________________

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