NOTICE OF AWARD OF CONTRACT

TO: CDI CORPORATION
   DBA: CDI GOVERNMENT SERVICES
   9550 REGENCY SQUARE BLVD,
   SUITE 400
   JACKSONVILLE, FL 32225

DATE ISSUED: JANUARY 1, 2011
CURRENT REFERENCE NO: 30-11 LW
CONTRACT TITLE: DTS/FC LAN TECHNICIAN
PRIOR REFERENCE NO: 354-09 LW

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective FEBRUARY 1, 2011 and expires on JANUARY 31, 2012.

This is the SECOND year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 354-09LW including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 354-09LW (ATTACHED)

2) PRICING FOR THIS RENEWAL TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON JULY CPI-U

ATTACHMENTS:

AGREEMENT NO. 354-09LW

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 STRICKLAND
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 23-2394430
EMAIL ADDRESS: robert.strickland@cidicorp.com

VENDOR TEL. NO.: 571-332-1702
VENDOR FAX. NO.: 904-805-0710

COUNTY CONTACT: KEVIN DOLAN
COUNTY TEL. NO.: 703-228-0799

CONTRACT, AUTHORIZATION DISTRIBUTION

Pamela Hayes 12/8/10 VENDOR: 1
Assistant Purchasing Agent BID FOLDER: 1
THIS AGREEMENT is made, on the date of execution by the County, between CDI Corporation, doing business as CDI Government Services, (Contractor), a Florida Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Services) and Exhibit B (Hourly Rates), Exhibit C (Wage Notice - English and Spanish) and Exhibit D (Wage Rate Compliance Report). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

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 this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County contract staff for the duties of PC/LAN Technicians, Server Administrators and Email Administrator. 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 its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Technology or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence on February 1, 2010 and be completed no later than January 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory
performance of 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 under the same contract unit prices for not more than four additional twelve (12) month periods. (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit * and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services. Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

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

COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

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 state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for
employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

D. The contractor will 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, so that the provisions will be binding upon each subcontractor or vendor.

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 a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (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, 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 in accordance with the Arlington County Resolution, 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.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
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 order 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 goods or services without a signed County Purchase
Order do so at their own risk. Please direct questions regarding this
requirement to the Office of the Purchasing Agent at 703-228-3410.

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
project or is a material change or otherwise will call for more compensation
to the Contractor, the Contractor must immediately notify the Project Officer
in writing of this belief. Within ten (10) days after any change or event
which the Contractor believes calls for more compensation, the Contractor
must provide to the Project Officer a proposal which sets forth the amount of
additional compensation claimed, together with the basis therefor and
supportive documentation for the 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
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
under the amendment. If the Project Officer believes that the work is within
the scope of the Contract as written, the Contractor will be ordered to
continue work.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the
Contract terms and conditions, the County, after due oral or written notice,
may procure the goods or services from other sources and hold the Contractor
responsible for any resulting additional purchase and administrative costs;
provided, that if public necessity requires the use of materials or supplies
not conforming to the specifications, they may be accepted and payment
therefore shall be made at a reduction in price to be determined solely by
the County. This remedy shall be in addition to any other remedies, which
the County may have. The County shall be entitled to offset such costs
against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County,
Virginia, Purchasing Resolution, as well as any state 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, the Virginia Governmental Frauds Act, and Articles
2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The
Contractor certifies that its offer is 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
purchase 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of
the Contractor, that make performance impossible or illegal, unless otherwise
specified in the Contract.

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

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia and the venue for any
litigation with respect thereto shall be in the Circuit Court for Arlington
County, Virginia, and in no other court. In performing the Work under this
Contract, the Contractor shall comply with applicable federal, state, and
local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this
solicitation must be authorized to transact business in the Commonwealth of
Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE
LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be
written in the space provided on the Bid Form or Proposal Form. The County
may require a firm to provide documentation (preferably from a governmental
entity) prior to award which: 1) clearly identifies the complete name and
legal form of the firm or entity (i.e. corporation, partnership, etc.), and
2) establishes that the firm or entity is authorized to transact business in
the Commonwealth of Virginia. Failure of a firm to provide such
documentation shall be grounds for cancellation of the award.

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 County's presence on other party 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." The document is located
at: http://www.ada.gov/websites2.htm

354-096
5
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor
acknowledges that it does not, and shall not during the performance of the
contract for goods and services in the Commonwealth, knowingly employ an
unauthorized alien as defined in the federal Immigration Reform and Control

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

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and
neither the Contractor nor its employees 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
payments to the Contractor for any federal or state unemployment taxes,
federal or state income taxes, Social Security tax, or any other amounts for
benefits to the Contractor. Further, the County will not provide to the
Contractor any insurance coverage or other benefits, including Workers' Compensaton, normally provided by the County for its employees.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All
costs for handling and transportation charges to the designated point of
delivery shall be borne by the Contractor. Transportation, handling and all
related charges shall be included in the unit prices or discounts bid for
each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County
Purchasing Resolution. 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 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.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to
arbitration, and any references to arbitration are expressly deleted from the
Contract.
PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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 uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "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 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 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 under this Contract.

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

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

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 Agreement. 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 Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement 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 under this Contract.

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 that remain unpaid after seven (7) 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 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 a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, 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 solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the 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 July of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

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

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 project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the 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 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 under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

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

TERMINATION FOR CAUSE
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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 unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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

In the event any termination for cause 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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the 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 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 work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items 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 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 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 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 this Contract.

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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 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.
Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

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

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.

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 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 alternative coverage are submitted to and acceptable to the County.

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.
AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

SERVICE CONTRACT WAGE REQUIREMENTS

A. LIVING WAGE

The Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as “Living Wage” provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County’s world-wide web site at the time of Contract execution. Effective July 1 of each year of the contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County’s world-wide web site.

Bidders shall submit with their bid, on a form acceptable to the Purchasing Agent, the names of all employees who will be affected by the above referenced Living Wage provisions, their position, their wage rate prior to application of the Living Wage rate, their wage rate in conformance with the Living Wage, and the change in total direct labor costs as a result of the Living Wage provisions.

B. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor’s failure to comply with the Living Wage provisions, an aggrieved employee may file a complaint with the County’s Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a compliant with the County’s Purchasing Agent, or takes any other action to enforce the requirements of this clause.

C. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform Services under this contract (refer to Exhibit C);
2. Provide, within five (5) days of an employee’s request, a written statement of the then current required wage rate (using the same form provided in item 1);

3. Include the provisions of this clause in all subcontracts for work performed under this contract, so that the provisions of this clause are binding; and

4. Submit, within five (5) working days of the end of each period, quarterly payroll reports in a form approved by the County Purchasing Agent to include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

D. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

E. VIOLATIONS

Violation of any law, rule, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for award of County contracts.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CDI CORPORATION (DBA “CDI GOVERNMENT SERVICES”)

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT DATE: 1/21/10

AUTHORIZED SIGNATURE: [Signature]
NAME AND RONALD L. HUNT TITLE: Sr. Vice President DATE: 1-20-2010
AGREEMENT NO. 354-09LW
EXHIBIT A

SCOPE OF SERVICES

A. The PC/Land Area Network (LAN) Technician(s) provided by the Contractor shall support PC, and local and wide area network (WAN) hardware used by County agencies, as directed by the County Project Officer. Their primary duties include maintaining, installing, and configuring PC hardware, software, printers and troubleshooting and resolving problems with PC hardware, software, and LAN/WAN based interfaces.

B. The Server Administrator(s) provided by the Contractor shall provide support to include active directory administration, Windows Server support, and server hardware and enterprise backups as directed by the County Project Officer. This includes providing day-to-day operational support for approximately two-hundred-seventy-five (275) Dell servers that use a combination of Windows 2003 and VMWare. Their duties also include managing the enterprise storage system consisting of EMC, Dell and Gateway storage devices to ensure adequate storage as well as assisting in the planning to provide storage for new systems.

C. The Email administrator(s) provided by the Contractor shall provide support to include exchange server administration (including Microsoft Exchange), user account management and administration, SPAM filtering and email archiving as directed by the County Project Officer.

D. Technical skills required for PC/LAN Technicians:

1. Experienced in troubleshooting, installing, and configuring PC hardware and software components on Microsoft networks, including system boards, hard drives, memory, video cards, optical drives, Ethernet cards, wireless cards and networks, and other peripheral devices.

2. Demonstrated ability to load and configure software locally as well as through remote management, load and configure all desktop based drivers, create print queues, image PC’s with Symantec Ghost software, clean PC’s with Anti-spyware utilities and use Microsoft Remote Control and Remote Assistance tools, and optimize PC configurations.

3. Experience in supporting all Windows desktop OS such as 9X, 2000, XP, VISTA and Windows 7, and including system registry, user profiles, system policies, installation scripts, AD rights, and Plug and Play device support.

E. Technical skills required for Server/Email administrators:

1. Experience in managing EMC, Dell and Gateway storage systems.
2. Experience in defining and updating documentation for the Windows Server environment to include VMWare, EMC, SAN, DNS, DHCP and the Enterprise Veritas Netback solution.

F. Certifications for Desktop PC/LAN Technician:

Preference may be given to Offerors whose proposed technicians hold current certifications in the following areas: Microsoft MCP, MCSE, CompTIA A+ and Network+ or other relevant certifications.

G. Certifications for Servers/Email Administrator:

Preferences may be given to Offerors whose proposed administrators hold current certifications in the following areas: Microsoft MCSE, Microsoft Exchange, Dell Server certifications, or other relevant certifications.

H. General Skills required:

1. Excellent customer service skills;
2. Ability to quickly learn a new environment;
3. Ability to work independently according to defined standards;
4. Ability to troubleshoot complex problems or provide explanations via the telephone and email; and
5. Ability to lift, move, and handle PC equipment up to 75 lbs.

I. Experience required:

Each person proposed must have at least three (3) years combined experience providing support in the areas listed, including two (2) years of experience providing support as a hardware/software/server Technician.

J. The Offeror must demonstrate that it has a pool of available people to perform the work covered by this contract. Initially, representative resumes shall be provided. These resumes will establish a minimum standard for any PC/LAN Technician and Server/Email Administrator provided during the Contract Term.

K. Prior to award, the selected Offeror shall submit, for the County Project Officer's approval, resumes of the actual person(s) the Contractor proposes to use to perform the work. The skill requirements listed are absolute. Substitutions at a later time are not permitted without the County's prior approval.

L. Contract Rates shall be for providing the PC/LAN Technician(s) and Server/Email Administrator(s) on an hourly/daily/weekly/and monthly basis, including rates for potential evening and weekend work. These are the only costs that should be submitted. No additional staffing to include a project manager will be accepted.

M. This is a requirements contract, as described elsewhere in this solicitation. The County estimates that initially a minimum of two (2) PC/LAN Technicians and two (2) Server/Email Administrators will...
be required under this contract, to be assigned on a full-time basis. The number of Technicians and/or Administrators may increase or decrease through the life of this contract. Normal work hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (40 hours per week). Additional work outside of the normal work hours may be required, including evenings and weekends. During normal duty hours: the County will furnish any necessary transportation for remote client support (the County has approximately 46 sites within 25 square miles). Other than normal duty hours: The Contractor will be responsible for their own transpiration to site(s) requiring support.

N. All material/equipment required in the performance of this work will be provided by the County.
AGREEMENT NO. 354-09LW
EXHIBIT B

HOURLY RATES

The proposed billing rate for **PC/LAN Technicians** is:
- $40.00/hr
- $320/day (based on a 8 hour day)
- $1,600.00/week (based on a 40 hour week)
- $6,400.00/month (based on a 160 hour month)

CDI does not bill for major holidays. CDI will only bill for Overtime hours if pre-approved by the County Project Officer for our employees to work. Overtime hours are billed at 1.5 times the straight time rate as listed below

Overtime (PC/LAN Technicians)
- $60.00/hr

The proposed billing rate for **E-Mail / Server Administrators** is:
- $65.00/hr
- $520.00/day (based on a 8 hour day)
- $2,600.00/week (based on a 40 hour week)
- $10,400.00/month (based on a 160 hour month)

CDI does not bill for major holidays. CDI will only bill for Overtime hours if pre-approved by the County Project Officer for our employees to work. Overtime hours are billed at 1.5 times the straight time rate as listed below

Overtime (Email/Server Administrators)
- $97.50/hr
WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCUPIED PROPERTY SHALL NOT BE LOWER THAN

$12.75 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410
AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

$12.75 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. 703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500 ARLINGTON, VA 22201
AGREEMENT NO. 354-09LW
EXHIBIT D

ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: ____________ to ____________

Contract Number: ______________ Date: ____________

Company Name and Address: _______________________________________________________

Authorized Signature: ______________ Printed Name: ________________________________

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing this form, the above-listed company certifies that the information provided is accurate and complete.