NOTICE OF RENEWAL OF CONTRACT

TO: 1. PRIMARY: MARKEM ELECTRICAL SERVICES
    2. SECONDARY: LIGHTING MAINTENANCE INC.

DATE ISSUED: AUGUST 29, 2011

CONTRACT NO: 303-10LW
CONTRACT TITLE: DES - ELECTRICAL MAINTENANCE

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective OCTOBER 1, 2011 and expires on SEPTEMBER 30, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 303-10LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO CONTRACTORS’ BID FORMS

2) PRICING FIRM FOR FIRST TWENTY FOUR (24) MONTHS. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS THEREAFTER BASED ON APRIL CPI-U.

ATTACHMENTS:
1) CONTRACTORS’ BID FORMS
2) INVITATION TO BID NO. 303-10LW

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

VENOR CONTACT: SEE ATTACHED
VENOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (RIN/SSN): SEE ATTACHED
COUNTY CONTACT: RICH KRUMENACKER

TELEPHONE NO.: SEE ATTACHED
EMAIL ADDRESS: SEE ATTACHED

TELEPHONE NO.: 703-228-4395
EMAIL ADDRESS: RKRUMENACKER@ARLINGTONVA.US

8/29/11
Date

Maryam Saboury
Procurement Officer

VENDOR: 1
BID FOLDER: 2

CONTRACT AUTHORIZATION:

DISTRIBUTION:
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 303-16LW

BID FORM PAGE 1 OF 4

SUBMIT TWO (2) 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 MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 14, 2010

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

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.

1. HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, 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 RATE (OVER 8 CONSECUTIVE HOURS OF WORK)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$46.00</td>
<td>$69.00</td>
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<tr>
<td>Electrician</td>
<td>$46.00</td>
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<tr>
<td>Helper</td>
<td>$20.55</td>
<td>$30.83</td>
</tr>
</tbody>
</table>

BIDDER NAME: Markem Inc. / Markem Electrical Services
2. Did the bidder submit a copy of its Safety Manual as required on page 8?  
   Yes    No

3. Did the bidder submit resumes and certifications as required on page 8?  
   Yes    No

4. Did the bidder submit intent of compliance with Service Contract Wage 
   requirements as required on page 8?  Yes    No

5. Did the bidder submit references as required on page 8?  Yes    No

6. Did the bidder submit its Quality Control Plan as required on page 8?  Yes    No

7. Did the bidder submit special equipment as required on page 8?  Yes    No

8. Did the bidder submit a description of the current business culture of its firm 
   as required on page 8?  Yes    No

9. Did the bidder submit a copy of its Work Ticket as required on page 8?  Yes    No

10. Did the bidder submit a list of any subcontractors intended to be used for work 
     under this contract as required on page 8?  Yes    No

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:

BIDDER NAME: Markem Inc / Markem Electrical Services

303-10LM
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.).

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):

James N. Loudin, Jr. or Sanford S. Stacks
40 Markem Inc
14004-K Willard Rd., P.O. Box 220655
Chantilly, VA 20153-0655

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: James N. Loudin, Jr. President

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): James N. Loudin Jr. TITLE: President

E-MAIL ADDRESS: markem@markemrical.net TEL. NO.: (703) 631-4020

BIDDER NAME: Markem Inc. / Markem Electrical Services

303-10LM
<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
<th>Markem Inc</th>
</tr>
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<tbody>
<tr>
<td>ADDRESS: 14004-K Willard Road</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP: Chantilly, Virginia 20151</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO: (703) 631-4020</td>
<td>FAX SIMILE NO: (703) 631-1515</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN): 541737052</td>
<td>VA. CONTRACTOR LICENSE #: 2705-0367254</td>
</tr>
</tbody>
</table>

**THIS FIRM IS A:**  
- [ ] INSERT NAME OF STATE  
- [X] CORPORATION,  
- [ ] GENERAL PARTNERSHIP,  
- [ ] LIMITED PARTNERSHIP,  
- [ ] UNINCORPORATED ASSOCIATION,  
- [ ] LIMITED LIABILITY COMPANY,  
- [ ] SOLE PROPRIETORSHIP

| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? | YES |
| IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: | 0436053-3 |

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 CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? | NO |
| BIDDER STATUS: | MINORITY OWNED: | WOMAN OWNED: | NEITHER: |
Solicitation # 303-10

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:

<table>
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<tr>
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<td>ROANOKE, VIRGINIA</td>
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<td>✓</td>
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<td>VIRGINIA</td>
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<td></td>
<td>WASHINGTON SUBURBAN SANITARY COMMISSION</td>
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<td>WINCHESTER, MARYLAND</td>
<td></td>
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<td>WINCHESTER PUBLIC SCHOOLS</td>
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</tbody>
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Vendor Name: Markem Inc. / Markem Electrical Services
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 303-10LN

BID FORM PAGE 1 OF 4

SUBMIT TWO (2) 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 MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

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<tr>
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<td>$35.00</td>
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</tbody>
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BIDDER NAME: LIGHTING MAINTENANCE INC

37
303-10LN
2. Did the bidder submit a copy of its Safety Manual as required on page 8? Yes ☑ No _____

3. Did the bidder submit resumes and certifications as required on page 8? Yes ☑ No _____

4. Did the bidder submit intent of compliance with Service Contract Wage requirements as required on page 8? Yes ☑ No _____

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TRADE SECRETS OR PROPRIETARY INFORMATION:
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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:

Entire Best Value Bid Information pages 1-16
Entire Safety Manual pages 1-364

BIDDER NAME: LIGHTING MAINTENANCE INC.

303-L0LN
BID FORM PAGE 3 OF 4

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

Documents contained in Best Value Bid Information discusses financial and payroll information that LMI considers to be highly confidential as noted on the bottom of every page. LMI's Safety Manual was written and prepared solely for LMI and may not be copied or reproduced as noted on every page.

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.).

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):

Hilary S. Yoder, President
Lighting Maintenance Inc
5193 Raynor Avenue
Linthicum Maryland 21090

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): Michael D. Yoder
TITLE: Vice President
E-MAIL ADDRESS: myoder@lightingmaintenance.com
TEL. NO.: 410-979-7373

BIDDER NAME: Lighting Maintenance Inc
<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>LIGHTING MAINTENANCE INC</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>5193 RAYNOR AVENUE</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>LINTHICUM MD 21090</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>877-279-7673</td>
</tr>
<tr>
<td>Facsimile No:</td>
<td>877-279-7674</td>
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<tr>
<td>Tax ID Number (EIN/SSN):</td>
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<tr>
<td>VA Contractor License #:</td>
<td>2705032746</td>
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<tr>
<td>This firm is a:</td>
<td>MARYLAND</td>
</tr>
<tr>
<td></td>
<td>CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP</td>
</tr>
<tr>
<td>Is firm authorized to transact business in the Commonwealth of VA?</td>
<td>YES</td>
</tr>
<tr>
<td>Identification No. issued to the firm by the SCC:</td>
<td>F124136-5</td>
</tr>
<tr>
<td>Any bidder exempt from SCC authorization requirement shall include a statement with its bid why they are not required to be so authorized:</td>
<td></td>
</tr>
<tr>
<td>Is your firm currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision?</td>
<td>NO</td>
</tr>
<tr>
<td>Bidder status:</td>
<td>MINORITY OWNED: WOMAN OWNED: ✔ NEITHER:</td>
</tr>
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40
303-10LM
Solicitation # 303-10

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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Vendor Name: Lighting Maintenance, Inc.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 303-10LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 14TH DAY OF OCTOBER, 2010 FOR:

PROVIDING ELECTRICAL REPAIR, MAINTENANCE, AND INSTALLATION SERVICES FOR ALL COUNTY AGENCIES FOR UP TO A FIVE-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

Ashley Barnes
Buyer
abarnes@arlingtonva.us

SPEC
INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Mr. Ashley Barnes in the Office of the Purchasing Agent, at abarnes@arlingtonva.us.

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 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. For determination as to whether an oral or written representation of any County representative or other person requires that an amendment be issued, contact Mr. Ashley Barnes in the County Purchasing Office at abarnes@arlingtonva.us.

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 Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a second copy, which may be a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bid Forms received in the Office of the Bid Clerk after the time and date specified in the Invitation to Bid will not be opened or considered. Bids submitted by facsimile 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 any portion or terms of the solicitation 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 nonresponsive portions of a bid 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 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 Agreement, the Specifications, the General Terms and Conditions, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Forms. 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. NOT USED

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

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

9. EXPENSES INCURRED IN PREPARING BID
Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid.

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

11. INCOMPLETE DOCUMENTS
Each bidder is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its bid, and having notified the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering 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 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 no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS
Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. Each bidder may also be required to show 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 justify bid rejection by Arlington County.

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

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

15. 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 as nonresponsive. 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 nonresponsiveness as a result of the submission of nonconforming terms and conditions.

16. INFORMALITIES
Arlington County has 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 has 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.

303-10LW
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 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
For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or improvements is for $70,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is $500,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for $7,500 or more, but less than $70,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is $150,000 or more, but less than $500,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."
If a contract for performing construction, removal, repair or improvements is for $1,000 or more, but no more than $7,500 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is $150,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

20. **BID WITHDRAWAL**

No bid can be withdrawn after it is filed unless the bidder makes a request in writing to Arlington County prior to the time set for the opening of bids or unless 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.

21. **WITHDRAWAL OF BID FROM CONSIDERATION**

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 be withdrawn if the bidder makes its request in writing to the County Purchasing Agent prior to the time set for the opening of bids, or if 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 this 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 shall not be subject to public disclosure under the Virginia Freedom of Information Act. 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.

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. LIVING WAGE CONTRACT
If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County's website (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

27. BEST VALUE APPROACH
This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

A. The ability, capacity, skill and financial resources of the bidder to perform the contract or provide the service required;

B. Quality of performance of previous contracts or services;

C. Whether the bidder provides services to the County that are a better value when compared to other bidders;

D. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the bidder's taxes or assessments are delinquent.

E. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.
28. BEST VALUE BID SUBMISSION REQUIREMENTS
In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

A. A copy of the Bidder's Safety Manual.

B. Resumes and certifications of the Bidder's Project Manager and other staff intended to be assigned to work on County property under this contract, including their name, title, and current hourly wage rate. Bidders shall submit evidence of Journeyman or Master Electrician tradesman certification from the Virginia Board of Contractors.

C. If any employee's current hourly wage rate is less than $12.75, include an acknowledgement of your intent to comply with Service Contract Wage requirements in this solicitation for this work under this contract.

D. At least five (5) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement.

E. A description of the Bidder's Quality Control Plan and how it will be specifically applied to this contract.

F. List any special equipment that you intend to use in servicing this contract.

G. Describe the current business culture of your firm. This shall include the identification of the location of your business; what percent of your business is commercial and what percent is residential.

H. A copy of the Bidder's Work Ticket

I. List of any subcontractors intended to be used for work under this contract.

29. BEST VALUE AWARD PROCESS
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include criteria applicable to the contract anticipated by this solicitation, weighed according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation.

30. AWARD
At the time of the bid opening a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include criteria applicable to this contract, weighed according to their value under this Contract.
For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies the criterion. The assigned number of points will then be multiplied by the weight assigned to that criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation.

The County will establish a multiple award contract with at least two (2) Contractors. Bids received will be ranked by criteria established in the Bid Evaluation Form and the award will be made to the two (2) top Bidders by the best value evaluation.

All projects under $20,000 will be awarded to the highest ranked vendor, as listed on the Notice of Award, provided that the vendor is able to perform the work when required by the County. If the highest ranked vendor is unable to meet the County's time requirements or is non-responsive, the next highest ranked vendor will be contacted.

For projects over $20,000 all awardees will be required to attend a pre-proposal meeting, and shall submit a written proposal to the County, based on contract labor rates identified on the Bid Form, within five (5) days of the pre-proposal meeting.

The County reserves the right to visit the main office of operations of the two (2) selected Bidders to confirm that it meets the requirements of this solicitation.

31. **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.

32. **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 liable 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 CGL 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.
SPECIFICATIONS

INTRODUCTION
The objective of this solicitation is to establish a Contract with two (2) qualified firms to provide electrical maintenance, repair, and installation services for electrical components and systems associated with Arlington County ("County") owned facilities.

PRICING DURING CONTRACT TERM
The contract prices provided on the Bid Form shall remain firm for the first two (2) years of the contract term. Contract prices for the subsequent contract terms, if the County elects to extend the contract, shall be negotiated in accordance with the terms of the Agreement.

SCOPE OF SERVICES

A. BACKGROUND
The County is responsible for the maintenance and repairs of all electrical components and systems in various County-owned locations throughout Arlington County. The scope of services covers the contract requirements for a qualified Contractor to provide electrical maintenance, repair, and installation services.

B. SERVICE REQUIREMENTS:
The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, and consumable supplies as required to provide comprehensive electrical services identified herein. The Contractor shall provide on-call response, repairs, replacement, and installation electrical services on a time-and-materials or project basis. The following are examples of anticipated electrical work under this Contract.

1. MAINTENANCE AND REPAIR EXAMPLES
   a. The restoration of service, the repair to electrical systems and other work necessary to correct an electrical system problem.
   b. Providing electrical service to electrical equipment such as air conditioners and other electrical equipment where the equipment has been provided by the County.
   c. Adding and replacing existing lighting fixtures and electrical outlets in a County facility.
   d. Providing new electrical service to a building, or a room within a building.

2. REPLACEMENT AND INSTALLATION EXAMPLES
   a. Replacing or installing entire lighting systems in a room or portion of a building rather than expanding existing lighting systems or fixtures.
   b. Complete re-wiring of a room or portion of a building rather than adding outlets, fixtures or new lines to an existing system.
c. Providing and installing electrical power for ceiling circulation fans or exhaust fans or other air handling equipment.

d. Providing and installing automatic transfer switches and other component of an electrical generation system.

C. WORK TICKET & WORK ORDERS
For time-and-material work under $5,000, the County will issue Work Orders to the Contractor. All time-and-material work shall require associated Work Tickets. In addition, 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. Upon completion of the work, the Contractor’s employees shall present the Work Ticket to the Project Officer, or designee, for final review and approval.

The County will reimburse the Contractor for time spent on the job only. Travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) shall be at the Contractor’s expense. On the job time shall commence when the Contractor’s personnel arrive at the work site and report to the County Project Officer in charge of the assignment. Time of arrival and departure shall be indicated on the Contractor’s work tickets.

D. PROJECT WORK (Work greater than $5,000)
The Contractor shall submit a formal proposal for all maintenance, repair, replacement, and installation services whose anticipated cost exceed $5,000. The Contractor’s proposal shall be based on the Contract Labor Rates on the Bid Form, and for the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary material and the associated labor each as a separate cost item. Upon the 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 the PO. The County reserves the right to solicit additional cost proposals or issue a separate bid(s) for any such project work.

E. SUBCONTRACTOR WORK
The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor’s cost.

F. IMPROPER OPERATION
The Contractor shall be responsible for all costs of repair work caused by Contractor’s 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 equipment warranty is invalidated due to Contractor’s negligence, the Contractor shall be responsible for any ensuing costs.

G. 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
identifying an emergency and no less than 24 hours from receipt of 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 separate County Purchase Order or Work
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.

H. OVERTIME WORK
Work authorized to be performed on a time-and-materials basis outside of regular
work hours shall be paid at the contract overtime hourly labor rate(s). 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 will be paid for at
straight-time hourly labor rate(s) only.

I. 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.

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.

J. MATERIALS
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.

The Contractor understands and agrees that payment to the Contractor for materials
used in the performance of any work under this contract on a cost-plus-a-
percentage-of-cost basis is specifically prohibited. All charges for materials for
all contract work shall be the Contractor’s cost.

The price for all materials provided to the County in the performance of any time-
and-materials work shall be reimbursed to the Contractor in the following manner:

The County will reimburse the Contractor, on completion and acceptance of each
assigned job, only for those materials actually used in the performance of
such job. The Contractor's request for payment shall be supported by invoices
issued by the supplier(s) of the Contractor, detailing the materials used on
the assigned job. No surcharge shall be added to the supplier(s) invoices or
included in the Contractor's invoice submitted to the County which would
increase the dollar amount indicated on the supplier(s) invoices for the
materials used on the assigned job. All incidental costs of the Contractor,
including profit, which may apply to the job must be included in the contract

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hourly labor rates. If the County desires justification for payment of any Contractor invoices, originals or certified copies of all supplier(s) invoices used in calculating the job cost shall be provided to the County on forty-eight (48) hours notice. Payment shall be suspended until the supporting documentation has been received and accepted by the County.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract unit prices.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including, by way of illustration and not limitation, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

K. ADDITIONAL EQUIPMENT REQUIREMENTS
Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of electrical repair and maintenance services, including by way of illustration and not limitation, backhoes, trenching and asphalt patching, the estimated costs of the additional equipment and/or services shall be identified in the Contractor's written proposal for the job. If the County accepts the use of additional equipment and/or services, the Contractor will be reimbursed only for the actual amount of the cost of such equipment and/or services. The County reserves the right to have others provide the additional equipment and/or services.

L. CONTRACTOR'S PERSONNEL REQUIREMENTS

1. 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 notification of award of contract. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of electrical systems and components; 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 maintenance services and 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 Manger shall meet with the County Project Officer for progress meetings at the County Project Officer's request.

The Contract Manager hours are not billable and shall be considered Contractor overhead.
2. **PROJECT MANAGER**

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over $20,000.

3. **ELECTRICIANS**

The Contractor shall provide on an as-needed basis Electricians who currently hold an active Journeyman or Master Electrician tradesman certification through the Virginia Board for Contractors. Evidence of stated certification shall be made available to the County upon request at any time. Each Electrician must have at least five (5) years of experience in the electrical field.

The Contractor shall employ at all times during the Contract term at least three (3) journeyman Electricians and one (1) master Electrician that are readily available to perform work under this Contract.

4. **HELPER**

The Contractor shall provide a helper to assist the Electrician on an as-needed basis. The Helper shall be capable of providing assistance to the Journeyman or Master Electrician; have a minimum of one year's exposure to the electrical craft; be able to work with basic tools of the trade and be able to independently perform basic electrical tasks.

The Contractor shall employ at all times during the Contract term at least four (4) Helpers 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.

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.

M. **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. Invoices submitted without work tickets shall not be paid and returned to the Contractor.

The Contractor's invoice shall reflect the total amount of billing, supported by the appropriate work tickets clearly itemized and identified by each site. All work tickets shall include the County's Purchase Order or Work Order Number.
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 are permitted under the contract.

N. 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 County Project Officer. Priority work identified by the County Project Officer or designee shall take precedence over current work.

O. COUNTY'S RIGHT TO STOP WORK
The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County may then contract for completion of the work with another vendor.

P. SPECIAL TERMS AND CONDITIONS

1. TRAFFIC MANAGEMENT: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current VDOT standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.

2. EQUIPMENT ACCESSIBILITY: The Contractor shall provide the means and methods to access all electrical equipment.

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

4. 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.).

5. SAFETY WORK PLAN: The Contractor shall provide a safety work plan to the County Project Officer or designee for all work requested unless otherwise
directed by the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

6. CODES AND STANDARDS: All work performed under this contract shall be in strict accordance with all applicable codes and industry 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.

Q. JUSTICE CENTER BACKGROUND CHECK
Within thirty (30) calendar days after award of the contract, a minimum of two (2) technicians 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 County will not reimburse the Contractor for time required for ACDF training.

R. 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:

- Failure to adhere to the contract requirements.
- Failure to provide appropriately certified and trained personnel as required in the section titled Contractor's Personnel Requirements.
- Failure to provide and adhere to the approved schedules for time-and-material and project work.
- Number of call-backs to correct malfunctions/failures.
- Failure to respond to requests for work.
- Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
- 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.
- Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required in the Contractor's Personnel Requirements section.
- Failure to follow all applicable local, state and federal safety standards.

S. 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.
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. 303-10.

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. CONTRACT TERM
Work under this Agreement will commence upon execution by the County, and be completed no later than SEPTEMBER 30, 2012 ("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 for not more than three (3) additional twelve (12) month periods from OCTOBER 1, 2011 to SEPTEMBER 31, 2015 (Each period is referred to as "Subsequent Contract Term").

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 303-10LW at the prices provided in the Bid of the Contractor.

4. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for the Initial Contract Term and the first Subsequent Contract Term (24 months). The Contract Amount/unit price for each Subsequent Contract Term, 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 APRIL of each year of the Contract.

If the Contractor and the County do not agree on a a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may 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.

5. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.
6. **PROJECT STAFF**
The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. **NOT USED**

8. **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 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 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.

9. **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 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 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 purchase order by 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.

10. **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) 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 8.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 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.

11. 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. In the event of non-appropriation of funds by the County Board of Arlington County 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 fiscal 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.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent 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 set forth in this Contract.

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13. **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 services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-226-3410.

14. **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 make evidence of all manufacturers' warranties available upon demand. 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 may be established to govern the effective date of the guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

15. **INSPECTION, ACCEPTANCE AND TITLE**

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 off-site by the Contractor.

Title and risk of loss or damage to all items 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 advisable to assure that materials conform to the specifications.

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.

16. **WORK SITE DAMAGES**

Any damage to property, whether owned by the County or others, resulting from the Work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

17. **CLEANING UP**

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

18. DISPOSAL OF PACKING MATERIALS
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material off-site. No County building containers shall be used for such trash or debris. Failure to adhere to this requirement will result in the County contracting for removal and disposal of packing material and cartons left by the Contractor. By accepting this award, the Contractor agrees that all costs of County removal and disposal of packing materials and cartons left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's expense with all costs of the repair deducted from the Contractor's final payment unless such repairs are made by the Contractor within ten (10) days of the date of damage to the satisfaction of the County.

19. 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.

20. 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 required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such Material Safety Data Sheets 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 Material Safety Data Sheets 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. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

21. **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.

22. **SAFETY**

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel 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 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 award.

23. **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.

24. **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.

25. **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.

26. **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.

27. **UNSATISFACTORY WORK**

If any of the work done, or material 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 or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

28. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all 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"). 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 Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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, 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, 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.

29. **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 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.
30. **INDEMNIFICATION**

The Contractor covenants 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 in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall continue for the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, 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.

31. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including 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 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 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, or costs arising from the use of such design, device, or materials in any way involved.

32. **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 pursuant to this Agreement.

33. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
The Contract confers no rights to the Contractor of ownership 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, 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 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.

34. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer 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.
35. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

36. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current 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.

37. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

38. RELATION TO THE 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

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

40. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or 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 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 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.

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

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

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

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

45. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted 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. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution.

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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.

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

47. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

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

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

50. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by 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.

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

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

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

54. **NOTICES**

Unless otherwise provided herein, all notices and other communications hereunder 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

55. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

56. **NOT USED**

57. **NOT USED**

58. **SERVICE CONTRACT WAGE REQUIREMENTS**

a. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, 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.
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 complaint 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 A);

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) above;

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, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B). 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.
60. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (service contract wage provisions, herein referred to as "Living Wage" provisions) are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during any twelve-month period equals $100,000, the Contract shall be subject to such Living Wage provisions and the Contractor shall immediately bring their performance into compliance with those provisions, and shall contact the County Purchasing Agent to obtain specific documents required for proper compliance.

For any contract affected as described above, the County reserves the right at the Subsequent Contract Term, if applicable, to offer an option to the Contractor to modify the Contract Amount to reflect the additional costs associated with compliance with the Living Wage provisions. If the Contractor elects to accept such offer, they must submit the names of all employees who will be affected by the Living Wage provisions, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at the time of renewal, and the change in total direct labor costs as a result of the Living Wage changes. The Contract will not be renewed until this information is submitted for review by the Purchasing Agent. If the County elects to modify the contract to include the Living Wage provisions, the cost of any increase in wages, together with applicable labor burdens will be added to the Contract Amount, in addition to any other increase(s) permitted by the Contract.

61. **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 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, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. 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 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 consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

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 Agreement, 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 deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, 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, or that 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 agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
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 alternative coverages 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. 303-10LW

BID FORM PAGE 1 OF 4

SUBMIT TWO (2) 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 MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 14, 2010

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

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.

1. HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, 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 RATE (OVER 8 CONSECUTIVE HOURS OF WORK)</th>
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<tbody>
<tr>
<td>Project Manager</td>
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<tr>
<td>Electrician</td>
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<td>$</td>
</tr>
<tr>
<td>Helper</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

BIDDER NAME: ________________________________

37
303-16LW
2. Did the bidder submit a copy of its Safety Manual as required on page 8?  
   Yes_____  No_____

3. Did the bidder submit resumes and certifications as required on page 8?  
   Yes_____  No_____

4. Did the bidder submit intent of compliance with Service Contract Wage requirements as required on page 8?  Yes_____  No_____

5. Did the bidder submit references as required on page 8?  Yes_____  No_____

6. Did the bidder submit its Quality Control Plan as required on page 8?  Yes_____  No_____

7. Did the bidder submit special equipment as required on page 8?  Yes_____  No_____

8. Did the bidder submit a description of the current business culture of its firm as required on page 8?  Yes_____  No_____

9. Did the bidder submit a copy of its Work Ticket as required on page 8?  Yes_____  No_____

10. Did the bidder submit a list of any subcontractors intended to be used for work under this contract as required on page 8?  Yes_____  No_____

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by a 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:

________________________________________________________

________________________________________________________

BIDDER NAME: ____________________________

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303-10LW
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.).

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.: ___________

BIDDER NAME: ____________________________
<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
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<tr>
<th>TELEPHONE NO:</th>
<th>FACSIMILE NO.:</th>
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<tr>
<th>TAX ID NUMBER (EIN/SSN):</th>
<th>VA. CONTRACTOR LICENSE #:</th>
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<tr>
<th>THIS FIRM IS A: • INSERT NAME OF STATE</th>
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<tr>
<td>____ CORPORATION, ____ GENERAL PARTNERSHIP, ____ LIMITED PARTNERSHIP,</td>
</tr>
<tr>
<td>____ UNINCORPORATED ASSOCIATION, ____ LIMITED LIABILITY COMPANY,</td>
</tr>
<tr>
<td>____ SOLE PROPRIETORSHIP</td>
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</tbody>
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<table>
<thead>
<tr>
<th>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</th>
</tr>
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<tbody>
<tr>
<td>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</td>
</tr>
</tbody>
</table>

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

<p>| IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON |
| COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? |</p>
<table>
<thead>
<tr>
<th>BIDDER STATUS: MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
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</table>
Solicitation # 303-10

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:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>JURISDICTION</th>
<th>YES</th>
<th>NO</th>
<th>JURISDICTION</th>
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<td>CITY OF MANASSAS PUBLIC SCHOOLS</td>
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<td>MARYLAND-NATIONAL CAPITAL PARK &amp;</td>
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<td>FLARING COM.</td>
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<td>VIRGINIA RAILWAY EXPRESS</td>
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<td>LESSB urg, VIRGINIA</td>
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<td>WASHINGTON METROPOLITAN AREA TRANSIT</td>
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<td>LOUDOUN COUNTY PUBLIC SCHOOLS</td>
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<td>WASHINGTON SUBURBAN SANITARY COMMISSION</td>
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<td>WINCHESTER, VIRGINIA</td>
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</tbody>
</table>

Vendor Name: ____________________________

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303-10LM
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
(EXHIBIT B)

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>
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<tbody>
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 303-10LW

AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 303-10LW (PROVIDING ELECTRICAL REPAIR, MAINTENANCE, AND INSTALLATION SERVICES FOR ALL COUNTY AGENCIES FOR UP TO A FIVE-YEAR PERIOD) is amended as follows:

ADD THE FOLLOWING AS ITEM T TO THE SPECIFICATIONS SECTION:

T. WORK HOURS:
Regular work hours are defined as 7:00 a.m. to 4:00 p.m., Monday through Friday, except County observed holidays. All work shall be performed during regular working hours unless indicated otherwise in this contract. No overtime payments will be allowed for work done before 7:00 am or after 4:00 pm when such scheduling is done at the Contractor’s option.

The balance of the specification remains unchanged.

Arlington County, Virginia

Ashley Barnes
Buyer
abarnes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR PROPOSAL:

RECEIPT OF AMENDMENT NUMBER 1 IS ACKNOWLEDGED.

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: ______________________ DATE: _____________