TO: PHILIPS ELECTRONICS LTD.
640 CURE’-BOIVIN
BOISBRIAND (QUEBEC)
CANADA, J7G 2A

DATE ISSUED: DECEMBER 12, 2012
CURRENT CONTRACT NO: 596-13
CONTRACT TITLE: DES - STREETLIGHT LED RETROFITS - LUMEC

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 31, 2017.

The contract documents consist of the terms, conditions, and Scope of Work under Agreement No. 596-13.

ATTACHMENTS:
1) AGREEMENT NO. 596-13

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ROBERT V. MURPHY
TELEPHONE NO.: 514-208-6686
VENDOR EMAIL: ROBERT.MURPHY@PHILIPS.COM
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: SHAHID ABBAS
TELEPHONE NO.: 703-228-7588
EMAIL ADDRESS: sabbas@arlingtonva.us

CONTRACT AUTHORIZATION DISTRIBUTION

Elizabeth Dooley, CPPO, CPPB
Assistant Purchasing Agent

Date: 12/13/12
BID FOLDER: 1
THIS AGREEMENT (hereinafter “Agreement” or “Contract”) is made, on the date
of execution by the County, between Philips Electronics Ltd., 640 Cure’-
Boivin, Boisbriand (Quebec) Canada, J7G 2A (“Contractor”), a Canadian
Corporation authorized to do business in the Commonwealth of Virginia, and
the County Board of Arlington County, Virginia (“County”). The County and
the Contractor, for the consideration hereinafter specified, agree as
follows:

1. **CONTRACT DOCUMENTS**
The contract documents consist of this Agreement and Exhibit A (collectively,
“Contract Documents”).

Where the terms and provisions of this Agreement vary from the terms and
provisions of the other Contract Documents, the terms and provisions of this
Agreement shall prevail over the other Contract Documents and the remaining
Contract Documents shall be complementary to each other and if there are any
conflicts the most stringent terms or provisions shall prevail.

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 hereinbelow as the
“Contract” or “Agreement”.

2. **CONTRACT TERM**
The term of this Agreement will commence on the date of execution by the
County, and shall be completed no later than December 31, 2017, subject to
any written modifications as provided for in the Contract Documents.

3. **CONTRACT PRICING**
Unless approved by the County Purchasing Agent by means of a written
Amendment, the County shall pay the Contractor $918.00 per LED Cobra Light
GPM-180W98LED4K-LE3-120-ARRA-BL-PH8-BKTX-LMS52599A and $52.00 for Dynadimmer
kit, up to the maximum amount of $897,000.00 per each fiscal year in
accordance with the Scope of Work detailed in Exhibit A.

4. **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 Documents. However, it shall be the responsibility of the
Contractor to manage the details of the execution and performance of its work
pursuant to the Contract Documents.
fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

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

10. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also 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 by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.
12. **INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or 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 goods or materials stored or delivered off-site by the Contractor.

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

No goods or 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 goods or materials for which the Contractor invoices for payment.

13. **DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris (“Waste”), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. Failure to adhere to this requirement will result in the County contracting for removal and disposal of Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor 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 sole expense with all costs of the repair deducted from the Contractor’s final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

14. **OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (“OSHA”) 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.

15. **HAZARDOUS MATERIALS**

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets (“MSDS”) required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or
use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

16. **PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

   No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the County to the Contractor under this Contract.

17. **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.

18. **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 that term is defined in the federal Immigration Reform and Control Act of 1986.

19. **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.

20. **FAILURE TO DELIVER**

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.
If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within 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, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

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

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

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

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

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

23. **INDEMNIFICATION**

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

24. **INTELLECTUAL PROPERTY INDENTIFICATION**

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

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

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

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor’s remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this 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 Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

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

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

28. **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.

29. **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, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

30. **AUTHORITY TO TRANSACT BUSINESS**

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

31. **RELATION TO THE COUNTY**

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

32. **ANTITRUST**

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

34. **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.

35. **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.

36. **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.

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

38. **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.
39. **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.

40. **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.

41. **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.

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

43. **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.

44. **SURVIVAL OF TERMS**
In addition to the 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; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

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

46. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

47. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by 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:

TO THE COUNTY:
The County Project Officer
Shahid Abbas
Arlington County, DES - Transportation Engineering and Operations
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

AND

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12/10/12

PHILIPS ELECTRONICS, LTD.

AUTHORIZED
SIGNATURE: [Signature]

NAME AND MARK D. BARNETT
TITLE: COMMERCIAL GM
DATE: 12/4/2012

Agreement No. 596-13
EXHIBIT A

ARLINGTON COUNTY SCOPE OF WORK

LED COBRA HEADS

I. SCOPE

a. Arlington County, VA is requiring programmable LED Cobra Head Streetlights to replace existing 150 and 250W high-pressure sodium ballasts. The LED Cobra Head Streetlights shall consist of an LED driver and light engine that is easily field installed without modifications to the existing streetlight poles, arms and associated power supply cables.

II. ELECTRICAL

a. The driver shall be electronic with minimum Power Factor (PF) 0.96, and Light Loss Factor (LLF) 0.6F operating in range of 50-60Hz (±5%). It shall auto-adjust to a voltage between 120V and 277V (±10%) AC class II. The lamp starting capacity shall be of minus 40°F and shall be certified in compliance to UL requirement. The driver weather tightness rating shall be IP66. The driver shall be assembled on a utilized removable tray with quick disconnect plug tool free.

b. The driver shall have an internal dimmable function with the following specifications:
   - Shall dim LED fixture from 100% to 5% of the light fixture total wattage range
   - Shall dim up to 4 drivers
   - Shall control LED driver with a 0-10V signal
   - Shall be a Stand-alone controller
   - Shall have a power down detection
   - Starter power loss shall be less than 0.5W
   - Shall be isolated between mains & dimming output
   - Shall be of Class II, 8.4mm creepage on PCB
   - Shall have a dielectric voltage between mains & dimming output
   - Shall be equipped with a power failure detector that enables it to write information into the non-volatile memory (EEPROM) before the processor goes down.
j. All cast aluminum components contain 0.2% copper or less.

k. Unexposed mechanical connections shall be subject to approval. Soldered joints shall not be acceptable. Rivets or self-tapping screws shall not be used for fastening parts of the fixture that must be removed to gain access to components requiring service or replacement.

V. ENVIRONMENTAL

a. The unit shall fully comply with the latest version of Federal Hazardous Substances and are fully recyclable.

b. All components shall be coated to restrict moisture and mechanical abrasion. The manufactured product will not contain lead, mercury or hazardous substances.

c. The LED unit shall meet the dark sky compliance requirements and shall be full cut-off.

d. The units shall be RoHS compliant.

VI. LED SPECIFICATIONS

a. The optical system shall be composed of multi high performance, collimator of 92% light transmission, optimized with varying beam angles to achieve desired distribution. The System shall be rated IP66. Performance shall be tested per LM33 and LM79 (IESNA) certifying its photometric performance.

b. By its IP66 rating, with a "R-" factor over 600, the sealed optical systems allows for a constant photometric performance over a long period of time.

c. The LED lamp unit shall be waterproof and composed of four layered molded injected pieces, LEDs and collimators. Wires shall be insulated and wire ends shall have Tyco quick disconnect for modular replacement. The LED lamp shall be securely attached to the heat sink to insulate maximum heat conduction with 9 ceramic coated stainless steel screws torque at 20lb.

d. Each LED (1.8 watt) shall be covered with a mold injected collimator. Light delivery shall have three (3) beam angles: high, medium and low and each collimator shall be arranged optimally on the optical system to deliver the following distribution:

* Type I
* Type II
* Type III
e. The manufacturer shall submit complete Certified Photometric Test Data from an approved independent testing laboratory. Optical system tests shall be performed only on the optical system manufactured from production tooling. Modification to the optical system and tooling and retesting shall be required until data are approved as meeting performance requirements.

f. Photometric tests shall be performed in accord with Illuminating Engineering Society (I.E.S.) testing and measuring procedures. Test reports shall be I.E.S. format.

VII. FINISH

e. The finish shall be made of polyester coating powder electrostatically applied, with a minimum of 100 microns. The chemical composition shall include thermosetting polyester resin, providing a highly durable UV and salt-spray resistant finish in accordance with the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-88 standard. The County will have the option to order finish in Black, Grey or Silver.

VII. TESTING COMPLIANCE AND CERTIFICATIONS


b. Luminaire shall be tested and be in agreements with UL 1598:
   - Normal temperature/recessed
   - Normal temperature/surface
   - Strain relief
   - Tempered glass impact
   - Mold/stress relief
   - Rain
   - Sprinkler
   - Gasket accelerated aging
   - Dielectric voltage withstand Bond impedance
   - Grounding continuity

c. Performance shall be tested per LM63 and LM79 (IESNA) certifying its photometric performance.

d. The driver shall be compliant to all the following:
all of those parameters are tested for 100% of light engines. Use of a metal core board insures greater heat transfer and longer lifespan of the light engine.

IV. MECHANICAL

a. Housing: the upper and lower part of the housing shall be die cast A360 Aluminum alloy 0.100 (2.5mm) minimum thickness. The fixture shall be weld free. The mounting means shall include two brackets made of stamped galvanized-steel (12ga.) and shall fit on a 1.9" (48mm) to 2 3/8" (60mm) OD by 7" (178mm) long tenon, fixed by 1/2-13 UNC steel zinc plated bolts. An integral part of the housing shall permit an adjustment of ±5°. The housing is complete with a ground lug and a terminal block that accepts (#8 max.) wires from the primary circuit.

b. Light Engine shall be composed of 4 main components: LED lamp / Optical System / Heat Sink / Driver

c. Heat Sink shall be built-in the upper housing, weld free, optimising the LEDs efficiency and life.

d. Access-Mechanism shall offer tool free access to the inside of the luminaire.

e. All exposed screws shall be stainless steel with Ceramic primer-seal basecoat.

f. All seats and sealing devices shall be made and/or lined with EPDM and/or silicone.

g. The design shall prevent birds from entering the luminaire and shall be made of high-density polyethylene 0.030" (0.8mm) thick and captive to the housing.

h. The luminaire shall have the following options available:

   - Bubble Level
   - Dimming Control for LED driver.
   - Photosensitive Cell, Twistlock Type c/w receptacle

i. Cast aluminum parts of luminaire shall be close grained, sound, and free from imperfections and discoloration. Cast parts shall be rigid, true to pattern, and of ample weight and thickness. Cast parts shall be properly fitted, filed, ground, buffed, and chased to provide finished and joints free of imperfections. Thickness of cast parts shall be not less than 3/16 inch unless otherwise directed by the Chief. Drawings are intended to suggest that cast aluminum basket can be cast in different parts and assembled as shown. Other methods of casting and assembling are possible, subject to approval. In any case, luminaire shall be constructed with the minimum number of joints. If used, gaskets shall be bonded to luminaire metal. Unless otherwise noted, only completely concealed hardware shall be used.
- Shall have an override function
- The required dimming schedule shall be easily designed with PC based software.
- A robust programming tool shall be available to be used in the field to load the dimming schedule
- The dimming schedule shall offer up to 5 dimming levels and 5 time periods

c. The surge protector shall protect Line-Ground, Line-Neutral, and Neutral-Ground in accordance with IEEE / ANSI C62.41.2 guidelines

d. Assembly procedure shall be such as to avoid excessive heating of the driver during assembly and operation.

e. All connections shall be properly insulated to avoid any short circuit during operation.

f. The driver assembly shall be completely pre-wired requiring only the connection of the primary circuit wires for its operation. Pre-wiring shall be completed with copper wire to prevent joining difficulties.

g. Wiring shall be gauge #14 TEW wires 6” long, with either silicone rubber insulation, fiberglass sheath and lacquer finish, or cross-linked polyethylene insulation of 105 degree centigrade rating.

h. The driver assembly shall be provided with two lengths of wire for connecting to the primary circuit.

i. All parts from one (1) luminaire shall be interchangeable with the corresponding parts from another luminaire, without special fittings or adapters.

j. Tests indicating compliance with ballast temperatures, regulation, and efficiency shall be performed by an independent laboratory and shall be certified.

k. The above minimum performance characteristics are to be obtained when the ballast and other electrical components are completely assembled within the different parts and assembled.

l. All Electrical components shall be RoHS compliant.

III. LAMP

a. The lamp shall be composed of 48 to 96 high performance white LEDs, 180w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan shall be of minimum 70,000 hours after which the system emits 70% of its original lumen output,
* LED Driver shall be UL Class 2 power unit as per UL1310.
* Driver shall be certified by UL for use in a dry or damp location (Outdoor Type I).
* LED Driver shall be of Class A sound rating.
* LED Driver shall tolerate sustained open circuit and short circuit output conditions without damage.
* LED Driver maximum allowable case temperature shall be of minimum 90°C.
* LED Driver shall reduce output power to LEDs if its case temperature exceeds 95°C – thermal protection.
* LED Driver shall comply with FCC rules and regulations, as per Title 47 CFR Part 15 Non-Consumer (Class A) for EMI/RFI (conducted and radiated) at full load.

e. The manufacturer shall submit all supporting documents.

VIII. **WARRANTY**

a. The vendor shall guarantee the entire luminaire against defects of materials and parts, workmanship, and failure to operate properly in service for a period of seven (7) years after date of acceptance of final delivery.

c. The vendor shall guarantee the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of seven (7) years from date of shipment.

c. The vendor shall guarantee when properly installed and under normal-conditions of use that its supplied LED light engine and LED power components shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of seven (7) year from the date of the invoice.

d. The defected unit must be replaced or repaired within 10 days of shipment. County will pay will be responsible for shipping the defected product back to manufacturer, and the manufacturer will be responsible for shipping the repaired or replacement product back to the County. If the repairs cannot be completed within 10 days of shipment, the manufacturer will ship replacement unit.

IX. **MISCELLANEOUS**

a. The manufacturer must provide a written confirmation of its ISO 9001-2000 International Quality Standards Certification.