NOTICE OF AWARD OF CONTRACT

TO: CIE INTERNATIONAL L.L.C.
    DBA C2 MANAGEMENT
    351 STATION ROAD
    BERRYVILLE, VIRGINIA 22611

DATE ISSUED: 02/12/2015
CURRENT CONTRACT NO: 682-15
CONTRACT TITLE: DES - EWASTE
PRIOR CONTRACT NO: N/A

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 OCTOBER 31, 2016 WITH OPTIONAL RENEWALS UNTIL OCTOBER 31, 2019.

The contract documents consist of the terms and conditions of Agreement No. 682-15, including any exhibits, attachments, or amendments thereto.

ATTACHMENTS: AGREEMENT NO. 682-15

CONTRACT PRICING: REFER TO AGREEMENT 682-15

ALL PO'S COVERING WORK UNDER THIS CONTRACT MUST BE APPROVED IN ADVANCE BY A PURCHASING REPRESENTATIVE.

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

VENDOR CONTACT: CHRIS HANSEN
TELEPHONE NO.: 540-955-5470 X1001
EMAIL ADDRESS: CHANSEN@TRYC2.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: ALLISON LOHRENZ
TELEPHONE NO.: 703-228-6491
EMAIL ADDRESS: ALOHRENZ@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Guinevere Bruner, CPPB
Procurement Officer

Date 02/12/15
THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between CIE International L.L.C. DBA C2 Management; 351 Station Road, Berryville, Virginia 22611 ("Contractor"), a Virginia Limited Liability Company authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Arlington County Government Scope of Work), Exhibit B (Fairfax County Government Contract No. 4400005394, incorporated herein by reference), Exhibit C (Fairfax County Government RFP No. 2000001120, incorporated herein by reference), and Exhibit D (Fairfax County Government Acceptance Agreement for Contract No. 4400005394, incorporated herein by reference). Collectively, "Contract Documents" or "Contract."

This Agreement rides a competitive procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Fairfax County.

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.

2. CONTRACT TERM
The Contractor's provision of services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than October 31, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.
Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same Price and Price Adjustment Terms for not more than three (3) additional twelve (12) month periods from November 1, 2016 to October 31, 2019. Each such period shall be referred to as a "Subsequent Contract Term." However, if Fairfax County does not renew their agreement, this Agreement shall automatically expire on the date of the "Initial Contract Term."

3. CONTRACT PRICING
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit B for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK
The Contractor agrees to provide the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide recycling of electronic office equipment on an as needed basis for various divisions of the County.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. ESTIMATED QUANTITIES/EXCLUSIVITY OF CONTRACTOR
During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise
measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

7. 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.

8. 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 goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

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

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

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

11. 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.

12. 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.
13. **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.

14. **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.

15. **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.

16. 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

17. 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.
18. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial 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 subcontracts 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.

19. 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.

20. 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.

21. 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.

22. 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.
23. **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.

24. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

25. **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.

26. **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.

27. **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.
28. **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.

29. **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.

30. **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.

31. **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.

32. **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 a decision of the Project Officer, County Manager, County Board, or a court.
33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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; WARRANTY; AND CONFIDENTIAL INFORMATION.

40. **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.
41. **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.

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

**TO THE CONTRACTOR:**

CIE International L.L.C.
DBA C2 Management
Chris Hanson, President
Rob Horan, General Manager
351 Station Road
Berryville, Virginia 22611

**TO THE COUNTY:**

Allison Lohrenz, Project Officer
Department of Environmental Services
Arlington County, Virginia
4300 29th Street South
Arlington, Virginia 22206

AND

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

43. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.
44. INSURANCE REQUIREMENTS

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

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

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

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

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

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - 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. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

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

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

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

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

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 2/1/15

CIE INTERNATIONAL L.L.C. DBA C2 MANAGEMENT

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: CHRIS HANSEN President C2
DATE: 2-2-15
Exhibit A

Scope of Work

1. The Water Pollution Control Bureau
   a) On an as needed basis, C2 shall provide all labor, equipment, and materials necessary to provide e-waste collection, packaging, hauling and recycling services for special one-day residential collection events (E-CARE);
   b) Pricing schedule for C2 services provided to Arlington’s HHM Program, including those services provided for E-CARE, will be consistent to Option 2 (FX contract); Potential revenue to the County is not expected due to the nature and condition (i.e. scrap material) of residential e-wastes being collected for recycle.
   c) C2 shall package and transport collected e-waste materials for processing and recycling no later than ten (10) days after initial contact by the WPCB, unless a fixed schedule for needed service is mutually agreed to by the WPCB and C2 (i.e. E-CARE).
   d) All e-waste materials shall be removed from the grounds of the County immediately after completion of the packaging by C2, unless an alternate removal timeframe is mutually agreed to by the WPCB and C2.
   e) C2 shall remit to the WPCB signed certificates of recycling and data destruction within thirty-five (35) days of material pick-up and transport off-site. Certificates of recycling shall identify total quantities of materials picked up (in pounds) to include CRTs and other electronics recycled.
   f) The WPCB reserves the right to manage any e-waste material that has been identified, characterized, and/or profiled as recyclable through an alternative(s) means, other than the recovery process, recycling methods, and/or technologies made available by C2 if determined in the best interest of the County.

2. The Solid Waste Bureau
   a) Participation by Arlington Public Schools (APS): The County is acting only as a contracting agent for APS and shall not be held liable for any costs or damages incurred by that agency. APS shall be permitted to purchase at prices in accordance with contract terms. APS will place their orders directly with the Contractor and will be responsible for placing purchase orders with the Contractor, arranging all deliveries, reconciling discrepancies and invoices, resolving contract issues and disputes, and issuing payments.
   b) Pickup & Delivery: The Contractor will recycle all electronic waste generated by Arlington County Government and Arlington County Public Schools.
   c) The Contractor must remove e-waste from any County facility within five business days upon written request by the County.
   d) The Contractor shall be open between 8am-5pm, five days a week, to accommodate delivery to Contractor’s facility of electronic waste from third party haulers on behalf of Arlington County Government and Arlington Public Schools. Third party haulers will identify themselves as hauling on behalf of the County.
e) The Contractor shall accept loose and unsorted electronic waste, whether delivered to the Contractor's facility or scheduled for pickup.

f) Unloading Requirements: the Contractor shall be responsible for unloading all electronic waste delivered to the Contractor’s facility on behalf of the County.

g) Staff from various County departments will schedule waste pickups via the online portal.

h) Online Portal: The Contractor shall provide the Solid Waste Bureau access to every order and inventory throughout the County and APS via the online portal.

i) Additional printed inventories shall be provided by the Contractor upon request.

j) Reporting: The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

k) Invoices for all users of the contract must meet County requirements, unless otherwise indicated.

l) The Contractor shall send each department an itemized monthly invoice that includes the weight for each waste type.

m) Pricing Schedule: Arlington County is electing to use Option 2 for pricing as per the Pricing Schedule listed on page 3 of the Fairfax County Notice of Award 4400005394 at the time of the award. Each year, the County will re-evaluate the revenue based on both proposed pricing models and via negotiations with the contractor may elect to change pricing models used.

n) The Contractor shall invoice each requesting County department separately using the Contract pricing schedule.

o) Hard Drive: The Contractor shall provide on-site destruction of hard drives at the base price of $7.19 per drive with a $125 setup fee upon County request.

p) The Contractor shall also take away hard drives and send appropriate certifications within 30 days whether they are shredded or wiped with software.

q) Project Officer: Allison Lohrenz (alohrenz@arlingtonva.us) shall be the County’s Point of Contact (POC) for this contract. Kerm Towler (kerm.towler@apsva.us) shall be the Arlington County Public Schools (ACPS) contact.

r) Primary Pickup Locations: All expected pickup locations are shown below on following page (p. 19).
<table>
<thead>
<tr>
<th>Route</th>
<th>Bldg. Name/Agency</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice Center</td>
<td>Courts/Police Bldg.</td>
<td>1425 N. Courthouse Rd.</td>
</tr>
<tr>
<td></td>
<td>Detention Facility</td>
<td>1435 N Courthouse Rd.</td>
</tr>
<tr>
<td>Police Department</td>
<td>Motorola Building</td>
<td>2701 S. Nelson St.</td>
</tr>
<tr>
<td></td>
<td>Police Impound Lot</td>
<td>2770 S. Taylor St.</td>
</tr>
<tr>
<td>Government Offices</td>
<td>Courthouse Plaza #1</td>
<td>2100 Clarendon Blvd.</td>
</tr>
<tr>
<td></td>
<td>Court Square West</td>
<td>1400 N. Uhle St.</td>
</tr>
<tr>
<td>Human Services (DHS)</td>
<td>DHS Main Office Bldg. (3033)</td>
<td>3033 Wilson Blvd.</td>
</tr>
<tr>
<td></td>
<td>DHS Offices (1810 N. Edison St.)</td>
<td>1810 N. Edison St.</td>
</tr>
<tr>
<td></td>
<td>Drewry Center</td>
<td>1725 N. George</td>
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<tr>
<td></td>
<td>Emergency Winter Shelter</td>
<td>2049 N. 15th St.</td>
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<tr>
<td></td>
<td>Fenwick Center</td>
<td>800 S. Walter Reed Dr.</td>
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<tr>
<td></td>
<td>George Mason Center</td>
<td>1801 N. George Mason Dr.</td>
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<tr>
<td></td>
<td>Madison Center</td>
<td>3829 N. Stafford St.</td>
</tr>
<tr>
<td>Group Homes (DHS)</td>
<td>Clarendon House</td>
<td>3141 N. 10th St.</td>
</tr>
<tr>
<td></td>
<td>Community Residences</td>
<td>1212 S. Irving St.</td>
</tr>
<tr>
<td></td>
<td>Independence House</td>
<td>1727 Fairfax Dr.</td>
</tr>
<tr>
<td></td>
<td>Oak Springs (Arlington Asst. Residence)</td>
<td>2000 S. 5th St.</td>
</tr>
<tr>
<td></td>
<td>Residential Program Center</td>
<td>1554 Columbia Pike</td>
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<tr>
<td></td>
<td>Sullivan House</td>
<td>3103 N. 5th St.</td>
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<tr>
<td></td>
<td>Woodmont Weavers &amp; Ballston</td>
<td>4238 Wilson Blvd.</td>
</tr>
<tr>
<td>Libraries</td>
<td>Aurora Hills Library</td>
<td>735 S. 16th St.</td>
</tr>
<tr>
<td></td>
<td>Central Library</td>
<td>1015 N. Quincy St.</td>
</tr>
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<td></td>
<td>Cherrydale Library</td>
<td>2190 Military Rd.</td>
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<tr>
<td></td>
<td>Columbia Pike Library</td>
<td>816 S. Walter Reed</td>
</tr>
<tr>
<td></td>
<td>Glen Carlyln Library</td>
<td>300 S. Kensington St.</td>
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<td></td>
<td>Shirlington Library</td>
<td>2800 S. Stafford St.</td>
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<tr>
<td></td>
<td>Westover Library</td>
<td>1800 N. Lexington</td>
</tr>
<tr>
<td>Fire Stations</td>
<td>Address</td>
<td></td>
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<td></td>
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<tr>
<td>Fire Headquarters</td>
<td>1020 N. Hudson St.</td>
<td></td>
</tr>
<tr>
<td>Fire Station #1</td>
<td>500 S. Glebe Rd.</td>
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<tr>
<td>Fire Station #10</td>
<td>1559 Wilson Bldg.</td>
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<tr>
<td>Fire Station #2</td>
<td>4805 Wilson Blvd.</td>
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<tr>
<td>Fire Station #3</td>
<td>Lee Highway</td>
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<td>Fire Station #4</td>
<td>3141 N. 10th St.</td>
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<tr>
<td>Fire Station #5 Aurora Hills Complex</td>
<td>735 S. 18 St.</td>
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<tr>
<td>Fire Station #7</td>
<td>3120 S. Abington St.</td>
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<tr>
<td>Fire Station #8</td>
<td>4845 Lee Hwy.</td>
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<tr>
<td>Fire Station #9</td>
<td>1900 S. Walter Reed Dr.</td>
<td></td>
</tr>
<tr>
<td>Fire Training</td>
<td>2800 S. Taylor St.</td>
<td></td>
</tr>
<tr>
<td>Fire Warehouse</td>
<td>700 S. Ball St.</td>
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**Leased Facilities (FMB does not maintain)**

<table>
<thead>
<tr>
<th>AED</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Culpepper Gardens</td>
<td>4435 N/ Pershing Dr.</td>
</tr>
<tr>
<td>First Baptist Church Daycare</td>
<td>1031 N. Vermont St.</td>
</tr>
</tbody>
</table>

**PRCR Facilities**

<p>| Aurora Hills Rec. Center         | 735 S. 18th St.               |
| Arlington Art Center             | 3550 Wilson Blvd.             |
| 59 Barcroft Sports Complex       | 4200 Four Mile Drive          |
| Carlin Hall                      | 5711 S. 4th St.               |
| 34 Dawson Terrace Community Center | 2133 N. Taft St.              |
| 5-F Fairlington Center           | 3308 S. Stafford St.          |
| 37 Fort CF Smith Main House      | 2411 N. 24th St.              |
| 37 Fort CF Smith Tractor Barn    | 2411 N. 24th St.              |
| 16 Gulf Branch Nature Center     | 3608 Military Rd.             |
| 53 Gunston Bubble                | 2700 S. Lang St.              |
| 24 Lee Community Center          | 5722 Lee Hwy.                 |
| 49 Long Branch Nature Center     | 5613 S. 7th St.               |
| 45 Lubber Run Recreation Center  | 300 N. Park St.               |
| 5-TC PRCR Administration Building | 2700 Taylor St.              |
| Shakespeare Theater              | 601 S. Clark St.              |
| 5-SH Signature Theater (new)     | 2800 S. Stafford St.          |
| 5-SH Signature Theater (old)     | 3606 S. Four Mile Run         |
| 54 Walter Reed Community Center  | 2909 S. 16th St.              |</p>
<table>
<thead>
<tr>
<th></th>
<th>WETA Building</th>
<th>3700 S. Four Mile Run Dr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Woodmont Center</td>
<td>2422 N. Fillmore St.</td>
</tr>
</tbody>
</table>

**Community / Recreation Centers - use schools later**

<table>
<thead>
<tr>
<th></th>
<th>Thomas Jefferson Community Center</th>
<th>3501 S. 2nd St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>Gunston Community Center / seam shop</td>
<td>2700 S. Lang St.</td>
</tr>
<tr>
<td>58</td>
<td>Hoffman - Boston Community Center</td>
<td>1415 S. Queen St.</td>
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<tr>
<td>25</td>
<td>Langston-Brown Community Center</td>
<td>4854 Lee Hwy</td>
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<tr>
<td>510</td>
<td>Drew Community Center</td>
<td>3500 23rd St. S.</td>
</tr>
</tbody>
</table>

**(DES)**

<table>
<thead>
<tr>
<th></th>
<th>Arlington Childcare Center</th>
<th>1915 N. Uhle St.</th>
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<tbody>
<tr>
<td>34</td>
<td>Auto Equipment Bureau</td>
<td>2701 S. Taylor St.</td>
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<tr>
<td>5-TC</td>
<td>Cowherd Bldg.</td>
<td>2706 S. Oakland St.</td>
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<tr>
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<td>Petco Building</td>
<td>3200 N. Washington Blvd.</td>
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<tr>
<td>5-TC</td>
<td>Solid Waste/Traffic Engineering</td>
<td>4300 S. 29th St.</td>
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<tr>
<td>5-TC</td>
<td>Vehicle Wash</td>
<td>4260 S. 28th St.</td>
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<td></td>
<td>Visitor Center (VISITORS CENTER)</td>
<td>1301 S. Joyce St.</td>
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<tr>
<td>5-TC</td>
<td>Water/Sewer Administration</td>
<td>4200 S. 28th St.</td>
</tr>
<tr>
<td>5-TC</td>
<td>Water/Sewer Maintenance</td>
<td>4202 S. 28th St.</td>
</tr>
</tbody>
</table>

**Arlington County Schools**

|   | Arlington Mill (DES) | Columbia Pike |

**Water Pollution Control**

<table>
<thead>
<tr>
<th></th>
<th>Blower Bldg.</th>
<th>3402 S. Glebe Rd.</th>
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</thead>
<tbody>
<tr>
<td>52</td>
<td>Dewatering Bldg.</td>
<td>3402 S. Glebe Rd.</td>
</tr>
<tr>
<td>52</td>
<td>Gravity Bldg.</td>
<td>3402 S. Glebe Rd.</td>
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<tr>
<td>52</td>
<td>Hypo Bldg.</td>
<td>3402 S. Glebe Rd.</td>
</tr>
<tr>
<td>52</td>
<td>Maintenance Bldg.</td>
<td>3402 S. Glebe Rd.</td>
</tr>
<tr>
<td>52</td>
<td>Operation Bldg.</td>
<td>3402 S. Glebe Rd.</td>
</tr>
<tr>
<td>52</td>
<td>Preliminary Treatment Bldg.</td>
<td>3402 S. Glebe Rd.</td>
</tr>
</tbody>
</table>