ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: EXPLUS, INC.
44156 MERCURE CIRCLE
DULLES, VA 20166

DATE ISSUED: OCTOBER 28, 2013
CURRENT CONTRACT NO: 769-13
CONTRACT TITLE: ARCHITECTURAL MILLWORK AND MANUFACTURED WOOD CASEWORK SERVICES
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 in accordance with the response submitted by you on September 5, 2013. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on SEPTEMBER 30, 2018.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 769-13 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO ATTACHED BID FORM
2) PRICING FIRM FOR FIRST 24 MONTHS OF CONTRACT TERM. PRICE ADJUSTMENTS THEREAFTER BASED ON CPI-U FOR THE MONTH OF DECEMBER

ATTACHMENTS:
BID FORM
SPECIFICATIONS EXCERPT

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

VENDOR CONTACT: BRETT BEACH
EMAIL: sales@explus.com

COUNTY CONTACT: MICHELLE CONGDON
EMAIL: mcongdon@arlingtonva.us

TELEPHONE NO.: 703-260-0780 ext. 128
TELEPHONE NO.: 703-228-7942

CONTRACT AUTHORIZATION

KRYSTINA HEPLER, CPEP
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

Date 10/28/2013
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 769-13

BID FORM

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 3, 2013

FOR PROVIDING ARCHITECTURAL MILLWORK AND MANUFACTURED WOOD CASEWORK SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing).

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

1. MINIMUM QUALIFICATION REQUIREMENTS:
   Mark a yes/no answer to all questions below and provide required documentation. BIDS SUBMITTED WITHOUT FULL SUPPORTING DOCUMENTATION WILL BE CONSIDERED NONRESPONSIVE.

   a. Does the Contractor have a minimum of ten (10) years of experience in millwork design, fabrication, installation, and repair?

      YES  NO

      On a separate sheet, provide a company profile, and a list of a minimum of five (5) millwork design, fabrication, installation and/or repair projects with project names, references, dates and descriptions that demonstrate ten (10) years of experience. Construction projects not related to millwork/case work will not count as valid reference projects.

      See attached sheets >>>

BIDDER NAME: Explus, Inc.
b. Has the Contractor successfully designed, built and installed at least five (5) architectural millwork/casework projects of total value exceeding $20,000 each?

   X  YES  NO

For each project, on a separate sheet, provide ALL of the following information:
- Project name, location and project owner,
- Name, phone number, email to the owner’s Project Officer,
- Project start date, the anticipated project completion date and the actual project completion date,
- Initial project budget and final project cost,
- Project scope.

See attached sheets >>>

c. Do the Project Manager/Foreman and Contract Manager have minimum of ten (10) years of experience each in millwork construction drawings, fabrication and installation? (Provide qualifications for the Project Manager/Foreman and Contract Manager to only include management and implementations of millwork/casework projects. Construction projects must contain a minimum of 50% millwork to be considered valid.)

   X  YES  NO

On a separate sheet, provide resumes that demonstrate the required experience INCLUDING project/job descriptions as well as references for at least three (3) prior clients. Construction projects not related to millwork/casework will not count as valid reference projects.

d. Supply three (3) references for the Contractor’s millwork/casework repair work/refinishing performed. Construction projects not related to millwork/casework will not count as valid reference projects.

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
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<tbody>
<tr>
<td>1.</td>
<td>See attached sheets &gt;&gt;&gt;</td>
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2. ON A SEPARATE SHEET, PROVIDE A COST ESTIMATE OF THE SAMPLE PROJECT INCLUDED IN THIS SOLICITATION AS ATTACHMENT A, THAT LISTS ALL LABOR, MATERIALS AND EQUIPMENT PRICES (IN DETAIL) NECESSARY TO COMPLETE THE PROJECT - TO INCLUDE DIMENSIONS, QUANTITIES, COLORS, MATERIALS, FINISHES, etc.

BIDDER NAME: Explus, Inc.  See attached detailed cost estimate >>>
# BID FORM, PAGE 3 OF 7

3. PROVIDE HOURLY LABOR RATES:

<table>
<thead>
<tr>
<th>Classification/Description</th>
<th>Labor Rates</th>
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<tbody>
<tr>
<td>1. Project Manager</td>
<td>$87.12 per hour</td>
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<tr>
<td>2. Carpenter</td>
<td>$59.19 per hour</td>
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<tr>
<td>3. Carpenter’s Helper</td>
<td>$55.33 per hour</td>
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<td>4. Painter</td>
<td>$53.20 per hour</td>
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<td>5. Painter’s Helper</td>
<td>$53.20 per hour</td>
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<tr>
<td>6. Drywall Installer/Finisher</td>
<td>$59.19 per hour</td>
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<tr>
<td>7. Drywall Installer/Finisher’s Helper</td>
<td>$55.33 per hour</td>
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<tr>
<td>8. Helper</td>
<td>$55.33 per hour</td>
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**TRADE SECRETS OR PROPRIETARY INFORMATION:**

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

Please mark one:

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

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

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


BIDDER NAME: Explus, Inc.
STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

________________________________________________________________________

________________________________________________________________________

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

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-493.1 et seq.).

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

Brett Beach, Director of Business Development
Explus, Inc.
44156 Mercure Circle
Dulles, VA 20166

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE
Duncan T. Burt, Principal

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

NAME (PRINTED): Brett Beach
E-MAIL ADDRESS: sales@explusinc.com
TITLE: Director of Business Development
TEL. NO.: 703-260-0780 x 128

ITB No. 769-13
<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>Explus, Inc.</th>
</tr>
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<tbody>
<tr>
<td>ADDRESS:</td>
<td>44156 Mercure Circle</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Dulles, VA 20166</td>
</tr>
<tr>
<td>TELEPHONE NO.: 703-260-0780</td>
<td>FACSIMILE NO.: 703-260-0790</td>
</tr>
<tr>
<td>VA CONTRACTOR'S LICENSE NO.:</td>
<td>Virginia Class A Contractor's License #2701 028819A</td>
</tr>
</tbody>
</table>

**THIS FIRM IS A:**  
- [x] CORPORATION,  
- [ ] GENERAL PARTNERSHIP,  
- [ ] LIMITED PARTNERSHIP,  
- [ ] UNINCORPORATED ASSOCIATION,  
- [ ] LIMITED LIABILITY COMPANY,  
- [ ] SOLE PROPRIETORSHIP

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

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:**  
#0236921-3

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

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

**BIDDER STATUS:**  
- [ ] MINORITY OWNED:  
- [ ] WOMAN OWNED:  
- [x] NEITHER:  
- [ ] OTHER:
Metropolitan Washington Council of Governments (COG)
Rider Clause

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

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

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

C. A negative reply will not adversely affect consideration of a
bidder’s bid/proposal.

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

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

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

Continued on next page
INVITATION TO BID NO. 769-13

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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<tr>
<th>YES/NO</th>
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<td>x</td>
<td>Metropolitan Washington Airports Authority</td>
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<td>Washington Metropolitan Area Transit Authority</td>
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<td>Washington Suburban Sanitary Commission</td>
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<td>City of Manassas Public Schools</td>
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<td>x</td>
<td>Maryland-National Capital Park &amp; Planning Comm.</td>
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BIDDER'S LEGAL NAME:

[Signature]

DATE OF BID: September 5, 2013
SPECIFICATIONS EXCERPT

Background
The County is responsible for all maintenance, repairs and new additions to all components in various County owned facilities and leased building throughout Arlington County on an as-needed assignment basis. The scope of services covers the contract requirements for qualified contractors to provide millwork services to new and existing inventory.

CONTRACT REQUIREMENTS

The Contractor shall furnish all labor, materials, tools, accessories, supervision and equipment necessary to provide complete Architectural Millwork & Manufactured Wood Casework in accordance with the Architectural Woodwork Standards (AWS). Each individual assignment will contain the detailed Scope of Work and drawings, if available. All items below are in addition to the Scope of Work and AWS requirements, and will apply to each assignment. Work assignments will range in size and will be performed on an as-needed basis. There is no minimum amount of work per assignment. No individual assignment should exceed $250,000 without Arlington County Board approval.

Work to be furnished and installed includes, but is not limited, to the following:
- Bench seating (new and refinished), including fabric if applicable;
- Cabinets (base and upper) to include hard surface tops on base millwork (commercial and residential grade);
- Partition panels, doors, & counters for restrooms;
- Shelves for janitor's closets or storage/specialty closets;
- Reception desks, casework furniture, Duty Engineer workstations;
- Security desks;
- Modifications to existing millwork;
- Repairs and refinishing of existing cabinets and furniture;
- Audio Visual Cabinets or credenzas;
- Wood base molding or handrail modifications, replacements, or new;
- Kitchen and bathroom cabinets & countertops;
- Design and fabricate custom display pieces and interactive play and learning centers or features;
- Stainless steel components; cabinets, counters, shelves, drawers, doors, etc.

All work shall be accordance with project plans and specifications, applicable codes and regulations, and directions provided by the County Project Officer. Quality of workmanship shall conform to the AWS level and the building industry standards. All work is subject to inspection by the County Project Officer prior to acceptance and payment.

The County reserves the right to require the removal of any employee of the Contractor from the work site at any time, if the County determines, in its sole discretion that they are incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment is contrary to consistent good relationships with the County or general public. The Contractor that has supervisory authority over the employee in question shall
remove the employee from the worksite at the direction of the County. Contractor shall replace the employee with another employee acceptable to the County. The Contractor shall not be allowed to request that project completion date is extended if such incident results in delays in project completion.

The Contractor will often be required to perform work in occupied buildings and spaces. The Contractor must conduct their work in such a way as to minimize disruption, inconvenience or safety of building occupants.

The Contractor shall also be required to:

1. Comply fully with all criteria established by American Society for Testing and Materials (ASTM), American Nations Standards Institute (ANSI), National Building Code (BOCA), Underwriters' Electrical Bureau (UL), and other standard-setting organizations applicable, as well as all applicable requirements of Occupational Safety and Health Administration (OSHA), Virginia Department of Transportation (VDOT), Arlington County Department of Environmental Services (DES) Standards & Specifications, and any other authorities having jurisdiction over this project.

2. Provide all submittals by the date required in the County Purchase Order, including shop drawings which should contain (at a minimum) construction/cabinet style, dimensions, construction intent, tops/edges/splashes, scribing/fillers, finish for each area (may contain stainless steel components), and hardware.

3. Follow LEED requirements and provide documentation as specified in the scope of work.

4. Commence delivery of items within the timeframes provided in the Response Time paragraph below.

5. Coordinate installation with work of other trades.

6. Check door openings and passageways to ensure that casework can be conveyed to proper locations.

7. Provide and install blocking requirements for drywall, patch and paint.

8. Prior to hanging drywall and fabrication/installation verify field dimensions, proper location of blocking/support and locations of mechanical and/or electrical rough-ins for proper alignment.

9. Ensure that doors are properly aligned with cabinets, close without excessive looseness and have means of closure.


11. Provide corner/lineal bracing where required ensuring rigidity and proper joining of parts.

12. Install protective measures and other precautions, as needed, to ensure work shall be without damage at time of acceptance.
13. Provide detailed cost estimate per assignment before projects are assigned, and when complete, all timesheets and materials costs to be submitted with invoice.

14. Should permits for any work under this Contract be required, the Contractor shall prepare, submit, and obtain the approval and the permit from the County or any other authority, as applicable. The Contractor shall be responsible for all permit fees.

No work shall be started without an approved County Purchase Order. The County will not reimburse the Contractor for any work performed or costs incurred without proper County authorization.

Work Hours
Regular work hours are defined as 7:00am until 5:00pm, Monday through Saturday, except County observed holidays. All work shall be performed during regular working hours unless indicated otherwise in this contract. Saturday work is consistent with Monday through Friday for the rate of pay per hour. No overtime pay will be approved under this Contract. Overtime will not normally be approved under this Contract, and in those unique situations that Arlington County requires work outside of regular work hours it shall be specifically authorized in writing by the County Project Officer in advance of the work being performed at a hourly rate not exceeding regular hourly rate times 1.5.

Timely Completion of Work
The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from the Contractor’s invoices any charges for time spent by the Contractor’s crew on lunch breaks or any unauthorized breaks. Leaving the work site to pick up more supplies will not incur an hourly rate charge.

Status Meeting
The Contractor shall attend as needed status meetings with the County Project Officer at the County Project Officer’s request.

Subcontractors
No subcontracting will be allowed under this Contract. All work must be performed by the prime Contractor.

Unacceptable Work
Any unacceptable work will be noted in writing to the Contractor within one (1) week following the completion of the work. The Contractor will have one (1) week from the date on County’s notice to submit in writing a proposed corrective plan to the County. The County has the option to accept the proposed plan at no additional cost to the County or, if no agreement can be reached, find a suitable contractor to complete the work and deduct the cost from the amount owed to the Contractor.

Coordination with Contractors and County Personnel
The Contractor shall not unduly interfere with performance of work by other Contractors or County personnel and shall coordinate its efforts with other County Contractors and personnel as required in order to minimize interruption to other projects adjacent to the work.

The Contractor shall permit other Contractors reasonable opportunity to store their materials and perform their work. The Contractor shall immediately
notify the County if work done by a different Contractor is defective or performed in such a way that prevents the Contractor from performing the work under this contract.

Work Site Maintenance, Clean-up and Materials Disposal
The contractor shall protect all surface areas, equipment, fixtures, hardware and other items that may be affected by the work being performed. The Contractor shall compensate the County for repair of damage to any property due to the Contractor's negligence. The County may deduct the cost of repairing such damage from any amount due to the Contractor.

The Contractor shall clean, vacuum and remove all trash; provide and maintain barricades and signs; provide proper isolation of the work area for safety upon completion of the work day or task; and other site protection as necessary. All tools and loose materials shall be safely secured and contained in an orderly manner at the end of each working day.

The Contractor shall be responsible for proper disposal of all waste throughout the project duration, upon project completion, and at the County Project Officer's request, and shall remove all trash and waste produced by service. Disposal shall be at an off-site location in accordance with local, state, and federal regulations. The Contractor shall not dispose of any material in county-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.). Upon completion of a project the Contractor shall also remove all Contractor-provided tools, excess materials and equipment.

Check-in at Site and Sign-off
The Contractor's employees shall check in and out with the County's Project Officer at the beginning and end of each work day at the designated contact number provided.

Assignment delays
The Contractor shall adhere to the proposed schedule and inform the Project Officer immediately if the project is delayed for any reason. No additional payments shall be approved if the delay has been caused by the Contractor.

County's Right to Stop Work
The County reserves the right to remove the Contractor from any assignment and reassign the work to a different Contractor if the Contractor, in the opinion of the County Project Officer, does not progress at a satisfactory pace, or fails to perform in a professional manner commensurate with the accepted trade and safety standards. In such an event the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation.

The County reserves the right to cancel any assignment for any reason at its sole discretion. In such an event the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation.

Work Safety

a. Safety: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations. All safety accidents and violations that occur under this Contract shall be reported in accordance with Federal and County regulations. If the Contractor
shows a pattern of continual documented safety accidents and violations determined at sole discretion of the County, the Contract will be subject to termination in accordance with its terms and conditions.

b. Safety Work Plan: The Contractor shall provide a safety work plan to the County Project Officer or designee for each assignment unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

Method of Measuring Performance
The performance of the Contractor will be measured during the Contact Term using at the minimum the following criteria:

a. Failure to adhere to contract requirements;
b. Failure to provide certified and trained personnel;
c. Failure to respond to request for work;
d. Timely completion of projects;
e. Frequency of under-estimating in excess of 20% of original price quoted;
f. Ability to provide work within industry standards;
g. Ability to perform services with or without the aid of blueprints;
h. Ability to effectively manage employees working on assignment(s) to ensure their productive use of time; and
i. Ability to follow appropriate local, state, and federal safety standards.

WORK ASSIGNMENT

Project Assignment Procedure
Projects with estimated value of under $5,000 will be assigned to the Contractor who was determined to be the lowest bidder, unless:
- the lowest bidder fails to accept the work assignment and/or commence the work specified in the County Purchase Order within the time limits specified in the Response Time paragraph above; or
- the lowest bidder is unable to respond to work request and begin work within the time limits specified in the Response Time paragraph above.

In either of the above cases Arlington County will assign the project to any of the other Contractors under contract.

Projects with estimated value of over $5,000 - project information will be sent by e-mail to all Contractors under Contract, specifying project scope, the timeframe for submitting a quote, and the list of documents required in the quote. The project will be awarded to the Contractor who submits the lowest complete quote. Partial, or incomplete, quotes will not be accepted.

If a site visit is scheduled prior to submitting quotes, Contractors' attendance is optional, unless otherwise noted. However, any issues omitted by the Contractor due to the Contractor's absence at such site visit are the responsibility of the Contractor.

Response Time
If no shop drawings are required for a particular assignment, the Contractor shall commence work on the assignment within three (3) business days after receipt of an approved County Purchase Order for repairs or maintenance items, unless approved otherwise by the County Project Officer.

For assignments requiring shop drawings, the Contractor shall prepare the
shop drawings within three (3) weeks of receiving the County Purchase Order, unless otherwise approved by the County Project Officer. In case of new construction, the Contractor shall visit the site within one (1) week after receiving the PO to verify existing conditions. The Contractor shall commence work on the assignment within three (3) business days from the County’s approval of the shop drawings.

For all projects, the Contractor shall confirm the receipt of the Purchase order and acceptance of the work to be performed within two (2) business days from receipt of the Purchase Order.

No work shall be started without an approved County Purchase Order. The County will not reimburse the Contractor for any work performed or costs incurred without proper County authorization.

**CONTRACT PRICING**

**Contract Rates**
Contract labor rates shall include all tools, trade consumables, and incidental materials normally used by the respective trade, transportation costs to and from the job site, mobilization and parking. The labor rates shall only apply to actual time on the work site. The rates shall include profits, overhead, general supervision, mobilization, administration and all other costs associated with the work. Please note that standard tools of the trade and trade consumables must be available to Contractor’s personnel from their service vehicle.

The Contractor shall also provide all means and methods of access (e.g. ladder, scaffolding, etc.) for all work to be performed under each assignment.

**Project Pricing**
All pricing and proposals are to be in written format and broken out by type of worker, hours, equipment needed, materials, estimated delivery time and approximate hours for installation or repair.

**Job Tickets**
The Contractor shall document the work through daily job tickets in the Contractor’s format. Job tickets shall contain, at a minimum:
- Project Location - building name and address;
- Date work performed;
- Description of work performed;
- Number and types of craftsmen;
- Number of hours spent by each craftsman on the project; and
- Materials used.

All job tickets pertaining to work assignment shall be signed within twenty-four (24) hours of the days’ work by the Contractor’s Project Manager, or designee at the building, and submitted by fax or electronically, together with the invoice at the completion of the project assignment.

The County reserves the right to request the job tickets throughout the duration of the assignment. The Contractor shall provide documents by fax or electronically, as specified.
Invoices
Invoices shall be submitted to the County Project Officer who initiated the Purchase Order covering the job assignment within fifteen (15) days of completion of the assignment. The invoice shall contain a legible description of work performed; identify location where the work was performed; identify the contract labor rates and their quantity charged, and County Purchase Order number. The original approved job ticket(s) shall be attached to the final invoice submitted to the County as a "complete, correct and final invoice." All job tickets must be approved by the County Project Officer in charge of the assignment, before final invoices are submitted for payment.

a. Invoices for work performed on a time and materials basis (projects under $20,000.00 in value) must be clearly itemized to reflect all materials and labor (by class) charged to the project.

b. Invoices for work performed over $20,000 shall be submitted for a lump sum process as quoted in the initial proposal.

The County will issue payments to the Contractor upon completion and acceptance of the work by the County Project Officer, and receipt and approval of the correct invoice. The County will reimburse the Contractor for time spent of the work site only. Mobilization, travel time between assignments, time spent on obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) and preparing estimates shall be at the Contractor's expense. These are considered administrative expenses and shall be included in the hourly Contract Labor Rates bid. On the job time shall commence when the personnel arrive at the work site and report to the County Project Officer in charge of the assignment, and end when they notify the Project Officer that they are leaving the work site.

CONTRACT PERSONNEL

Supervisor/Foreman
One of the members of the work crew working on each project shall be designated as a supervisor/foreman. This responsibility is in addition to his/her work on the project and will not be separately compensated. The Contractor's supervisor/foreman must be present at the work site at all times. The Contractor's supervisory employees must be fluent in English and the predominant language of the workers assigned to the project.

Contract Manager
The Contractor shall assign a qualified individual to serve as the Contract Manager, a first point of contact for the County for any project estimates, billing as well as contractual and performance issues. The Contractor shall identify the Contract Manager at the time of the bid with resume attached. If the Contractor wishes to replace the Contract Manager, the County shall be notified in writing within three (3) business days of the proposed replacement with resume attached. The County has the right to refuse the new Contract Manager and ask for another replacement until one can be agreed upon. The Contract Manager shall be experienced in project management and supervision of employees; knowledgeable in aspects of construction and commercial/residential buildings; shall have the ability to troubleshoot problems and issues quickly, and be able to consult with the County Project Officer about remedies.
The Contract Manager shall meet with the County Project Officer for progress meetings, communication, coordination and evaluation of maintenance services and quality control at the County’s request. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

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

Project Manager
Larger assignments (over $20,000 in value), in addition to a supervisor/foreman, will require the Contractor to appoint a Project Manager. The Project Manager shall have significant knowledge of the materials and ability to direct employees to solutions; he/she should have at least ten (10) years of experience managing millwork projects, and supervisory experience of at minimum five (5) years.

The Project Manager is to attend status meetings as determined by the Project Officer, coordinate Contractor’s personnel with County staff and other Contractors as necessary. The Project Manager will be present on site at all times when personnel are present to facilitate communications with the workers, County staff and the Project Officer.

Project Manager’s resume and qualifications must be submitted at the time of bid submission, as described in the Bid Form. Any new or temporary replacement of Project Manager must be approved by the County in advance of work performed.

Control of Work and Employees
The contractor shall perform the work in accordance with all applicable industry standards and workmanship practices. The Contractor shall supervise and direct the work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract, unless Scope of Work give other specific instructions concerning these matters.

Incidental labor and materials necessary in the performance of the work, but which are not specifically referred to in the specifications or shown in the drawings, shall be furnished by the Contractor at its own cost and expense. Such work and materials shall correspond with the general character of the work as may be determined by the County, whose decision as to the necessity for and character of such work and materials shall be final and conclusive.

The Contractor shall enforce strict discipline and good order among the Contractor’s employees. The Contractor shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them. The County shall have the right to reject Contractor personnel if the County determines they are unqualified to perform the work.

The Contractor shall be responsible to the County for any acts and omissions of the Contractor’s employees, and shall be required to repair any damage sustained as a result of such acts, or compensate the County for the full expense the County incurred in repairing such damage in accordance with the provisions of Unacceptable Work paragraph above.