

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	<u>APRIL 23, 2014</u>
CORE TEC COMMUNICATIONS	CURRENT CONTRACT NO:	<u>530-14</u>
2950 LAKE EMMA ROAD, SUITE 1030	CONTRACT TITLE:	<u>DES - CCTV VIDEO</u>
LAKE MARY, FL 32746		<u>SYSTEM</u>

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 31, 2020.

The contract documents consist of the terms and conditions of Agreement No. 530-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT B (ATTACHED)

ATTACHMENTS:
EXHIBIT A (SPECIFICATIONS)
AGREEMENT 530-14


EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>HADI DARYADEL</u>	TELEPHONE NO.: <u>407-331-4724</u>
EMAIL: <u>hadi.daryadel@coretec.com</u>	
COUNTY CONTACT: <u>SHAHID ABBAS</u>	TELEPHONE NO.: <u>703-228-7588</u>
EMAIL: <u>sabbasarlingtonva.us</u>	

CONTRACT AUTHORIZATION

DISTRIBUTION


Richard Warren
Purchasing Agent

4/23/14
Date

BID FOLDER: 1

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

AGREEMENT NO. 530-14

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between **CORE TEC COMMUNICATIONS, SUITE 1030, 2950 LAKE EMMA ROAD, LAKE MARY, FL 32746** ("Contractor"), a **FLORIDA** Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, and Exhibit A - **SPECIFICATIONS**, and Exhibit B - **CORE TEC COMMUNICATIONS PRICE LIST** (collectively, "Contract Documents").

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

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or "Agreement".

2. CONTRACT TERM

The term of this Agreement will commence on THE DATE OF EXECUTION OF THIS AGREEMENT BY THE COUNTY and shall CONTINUE UNTIL NO LATER THAN DECEMBER 31, 2020 ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods set forth in the Contract Documents at the prices provided in Exhibit B - **CORE TEC COMMUNICATIONS PRICE LIST**.

4. PRICE ADJUSTMENTS

The Contract unit price(s) shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

- A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to MAY 1 of any given year of the contract ("Anniversary Date").
- B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation/de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the First Day of JANUARY of each year of the Contract.

Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in A and B above, shall become effective the day after the current Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year, as set forth above.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in A and B above by the thirtieth (30th) calendar day prior to the Anniversary Date, the County may in its sole discretion terminate the Contract.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County Department of Environmental Services or the Director's designee. 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.

6. 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.

7. 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.

8. 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.

9. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor

understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

10. 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.

11. 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.

12. 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. In addition, there shall be a minimum of three (3) years warranty applicable to design or manufacturing related defects (per Exhibit A, Section IV. Warranty). 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.

13. 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.

14. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

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

15. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

16. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets

the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

17. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

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

18. 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.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. 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.

21. FAILURE TO DELIVER

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

22. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the

Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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

23. 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.

24. 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.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

26. COPYRIGHT

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

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of

rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

27. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

46. 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.

47. 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.

48. 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:

HADI DARYADEL
PRESIDENT
CORE TEC COMMUNICATIONS
SUITE 1030, 2950 LAKE EMMA ROAD
LAKE MARY, FL 32746

TO THE COUNTY:

Shahid Abbas
Dept. of Environmental Services
Arlington County
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

AND

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


49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____



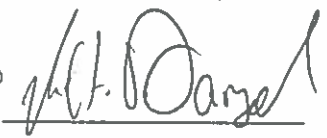
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: _____

4/23/14

CORE TEC COMMUNICATIONS, LLC

AUTHORIZED
SIGNATURE: _____



NAME AND
TITLE: M. HADI DARYADEL, President

DATE: _____

4-11-14

EXHIBIT A

SPECIFICATIONS

The Contractor shall meet the following specifications for CCTV CODEC's

VIDEO CODEC

I. DESCRIPTION

This section details furnishing, installing, integrating, and testing the video CODEC (Encoder and Decoders in one box) pair for each CCTV camera deployed. The video CODEC pair consists of a video CODEC unit at each CCTV location in the field to convert analog NTSC video (30 fps) into digital video for transmission and a corresponding software video decoder at the TOC to convert the digital video back to analog NTSC video for display on the TOC monitor system. The video CODEC units shall be compatible with the existing Core Tec WatchDog decoder software and Matrix viewer software.

II. MATERIALS

A. Functional Requirements

The video CODEC units shall support transmission of digitally-compressed video over Ethernet communication (Fiber, twisted pair or wireless) when integrated with an Ethernet switch. The video compression algorithm shall be simultaneous dual stream based on MPEG-2/ MPEG-4/ H.264 standards. The video shall support resolutions up to a maximum of 720 x 625. The video CODEC units shall provide a LCD or LED diagnostic display indicating diagnostic data including data rate, quality level, frame rate, video status, and board temperature. All supporting user interface software shall be provided with each CODEC unit. Video CODEC shall be compatible with County's existing Core Tec encoders. Video CODEC shall be compatible with the County's existing CoreTec Watchdog client and Matrix viewer software.

B. Electrical Requirements

The video CODEC unit shall operate at 115VAC +/- 10 percent at 60 Hz and consume no more than 100 W. CODEC unit shall be provided with any necessary power adapters.

C. Physical Requirements

The video CODEC units shall consume no more than 2 rack units of mounting height in the traffic cabinet. Rack mounting kits shall be supplied for each video CODEC unit.

D. Environmental Requirements

The video CODEC should meet Neema TS2 Requirements.

- 1) -45 to +75 degree C or -49 to 167 degree F
- 2) Shock and vibration
- 3) Transient protection

E. Communication Requirements

The video CODEC unit shall provide a minimum of one (1) NTSC composite video input (BNC) and (1) NTSC composite video output(BNC).. Where multiple inputs are available, they shall be capable of being switched remotely to the single digital video output using software encoder switching controls. The CODEC shall include two Ethernet interface ports (one copper and one SFP).

The video CODEC units shall support a minimum of two (2) bi-directional data channels for camera control and other peripherals. The video CODEC's shall also support telnet access for administration of codec setup parameters. Data channels shall support RS-232/RS-422 communications up 19.2kbps per channel. Data ports shall be addressable. The video CODEC units shall support encoding rates from 30 Kbs to 6.0Mbps.

F. Cables and Connectors

An RJ-45 or DB-9 style connector shall be supplied with each video CODEC unit that is compatible with the connection to the camera lead-in cables. Any adapter cables necessary to interconnect the CCTV camera and pan-tilt-zoom shall be provided. The units shall be supplied with programming cable assemblies and power supply assemblies.

III. WARRANTY

- Minimum of 3 Years-Applicable to design or manufacturing related product defects.
- The defective items will be either repaired or replaced within two weeks of the date of shipment by the County.
- Contractor will be responsible for the shipping costs both way for equipment repairs and replacement under this warranty.

AGREEMENT NO. 530-14

EXHIBIT B

CORETEC COMMUNICATIONS PRICE LIST

CORETEC COMMUNICATIONS		Core Tec Communications Price List	
Model	Part Number	Description	End User Price
Ethernet Network Interface (2 Data Sub-Channels)			
VCX-2400-E	2421-1110-0001	Ethernet MPEG2 Video Encoder, Full Rack Width w/LED Display	\$3,000.00
VCX-2400-D	2421-2110-0001	Ethernet MPEG2 Video Decoder, Full Rack Width w/LED Display	\$3,000.00
VCX-2400-E-H	2421-1120-0001	Ethernet MPEG2 Video Encoder, Half Rack Width Shelf Mount Unit	\$2,450.00
VCX-2400-D-H	2421-2120-0001	Ethernet MPEG2 Video Decoder, Half Rack Width Shelf Mount Unit	\$2,450.00
VCX-2400-E-R	2421-1200-0001	Ethernet MPEG2 Video Encoder, R-12 Chassis Card	\$2,150.00
VCX-2400-D-R	2421-2200-0001	Ethernet MPEG2 Video Decoder, R-12 Chassis Card	\$2,150.00
-A suffix		Audio Option for above	\$200.00
VCX-2401-E	2421-1110-1000	Ethernet MPEG2/J Video Encoder, Full Rack Width w/LED Display	\$3,250.00
VCX-2401-D	2421-2110-1000	Ethernet MPEG2/J Video Decoder, Full Rack Width w/LED Display	N/A
VCX-2401-E-H	2421-1110-1000	Ethernet MPEG2/J Video Encoder, Half Rack Width Shelf Mount Unit	\$2,950.00
VCX-2401-D-H	2421-2110-1000	Ethernet MPEG2/J Video Decoder, Half Rack Width Shelf Mount Unit	\$2,950.00
VCX-2401-E-R	2421-1200-1000	Ethernet MPEG2/J Video Encoder, R-12 Chassis Card	\$2,750.00
VCX-2401-D-R	2421-2200-1000	Ethernet MPEG2/J Video Decoder, R-12 Chassis Card	\$2,750.00

CORETEC COMMUNICATIONS		Core Tec Communications Price List	
Model	Part Number	Description	End User Price
MPEG-4 Based Products (2 data sub-channels)			
VCX-4400-E	4421-1110-0001	Ethernet MPEG4 Video Encoder, Full Rack Width w/LED Display	\$2,250.00
VCX-4400-D		Same as VCX-4400-D-H	N/A
VCX-4400-E-H	4422-1120-0001	Ethernet MPEG4 Video Encoder, Half Rack Width Shelf Mount Unit	\$1,800.00
VCX-4400-D-H	4422-2120-0001	Ethernet MPEG4 Video Decoder, Half Rack Width Shelf Mount Unit	\$2,250.00
VCX-4400-E-R	4421-1200-0001	Ethernet MPEG4 Video Encoder, R-12 Chassis Card	\$1,850.00
VCX-4400-D-R	4421-2200-0001	Ethernet MPEG4 Video Decoder, R-12 Chassis Card	\$1,800.00
VCX-4401-E	4421-1110-1000	Ethernet MPEG4/J Video Encoder, Full Rack Width w/LED Display	\$2,700.00
VCX-4401-D		Same as VCX-4401-D-H	N/A
VCX-4401-E-H	4421-1110-1000	Ethernet MPEG4/J Video Encoder, Half Rack Width Shelf Mount	\$2,250.00
VCX-4401-D-H	4421-2110-1000	Ethernet MPEG4 Video Decoder, Half Rack Width Shelf Mount	\$2,250.00
VCX-4401-E-R	4421-1200-1000	Ethernet MPEG4/J Video Encoder, R-12 Chassis Card	\$2,100.00
VCX-4401-D-R	4421-2200-1000	Ethernet MPEG4 Video Decoder, R-12 Chassis Card	\$2,100.00
VCX-4402-E	4422-1110-1000	Ethernet MPEG4 Dual Channel Video Encoder, Full Rack Width w/LED Display	\$3,600.00
VCX-4402-E-H	4422-1120-1000	Ethernet MPEG4 Dual Channel Video Encoder, Half Rack Width Shelf Mount Unit	\$2,950.00
VCX-4402-E-R	4422-1220-1000	Ethernet MPEG4 Dual Channel Video Encoder, R-12 Chassis Card	\$2,800.00
VCX-4405-E	4426-1110-1000	Ethernet MPEG4 6 Channel Video Encoder, Full Rack Width w/LED Display	\$4,950.00
Universal 24U Codecs (2 data sub-channels)			
Model	Part Number	Description	End User Price

CORETEC COMMUNICATIONS		CoreTec Communications Price List	
Software Solutions			
Model	Part Number	Description	End User Price
SWV-8400	9000-8401-0001	Stand alone media player - single user	\$160.00
WMV-8400	9000-4401-0001	Video Matrix Viewer Software	\$9,900.00
SWG-8400	9000-8405-0001	Image Grabber	\$9,900.00
SDK	9000-3000-0001	Software Developers Kit (Facilitates embedded video viewing in customers SW)	\$1,999.00
SWV-1	9000-1001-0001	Single Viewer License (MPEG2 & MPEG4)	\$50.00
SWV-24	9000-1024-0001	2 - 24 Viewer License (MPEG2 & MPEG4)	\$25.00
SWV-89	9000-1099-0001	25- 99 Viewer License (MPEG2 & MPEG4)	\$10.00
SWV-100+	9000-1100-0001	100 - up Viewer License (MPEG2 & MPEG4)	\$5.00
CT8W-75	9000-7401-0001	Core Tec Transceiver server with licensed Wings software preconfigured for up to 75 H.264 video	\$29,500.00
CT8W-50	9000-7401-0011	Core Tec Transceiver server with licensed Wings software preconfigured for up to 50 H.264 video	\$29,500.00

VX-8400-E	N/A	Not Available	\$3,950.00
VX-8400-E-H	8422-1120-0001	Ethernet MPEG2/4/J Video Encoder, Half Width Shelf Mount Unit	\$3,500.00
VX-8400-D-H	8422-2120-0001	Ethernet MPEG2/4 Video Decoder, Half Width Shelf Mount Unit	\$3,500.00
VX-8400-E-R	8422-1200-0001	Ethernet MPEG2/4/J Video Encoder, R-12 Chassis card	\$2,950.00
VX-8400-D-R	8422-2200-0001	Ethernet MPEG2/4 Video Decoder R-12 Chassis card	\$2,950.00

CORETEC COMMUNICATIONS		CoreTec Communications Price List	
ACCESSORIES			
Model	Part Number	Description	End User Price
PCA-2000	8000-0000-0001	Programming Cable Assembly for VX-2000 Series	\$75.00
R-12-NPS	8019-0000-0001	12 Slot Card Cage, No Power Supply	\$2,000.00
R-12	8011-0000-0001	12 Slot Card Cage, Single Power Supply	\$2,100.00
R-12-DPS	8013-0000-0001	12 Slot card Cage, Dual Power Supply	\$2,750.00
R-12-PS	8012-0000-0001	Stand Alone Power Supply	\$750.00
R-12-BBK	8014-0000-0001	Battery Back-Up Option	N/A
BNC-9	8018-0000-0001	Video Cable	\$50.00
VX-H-D	8017-0000-0001	Rack Mount Housing for 2 Half Width Appliances	\$180.00
VX-H-EB	8015-0000-0001	Rack Mount Ears for Half Wide Encoder	\$59.00
RIC-T1	8018-0000-0001	RAD Ethernet over T1 Intelligent Converter	\$845.00
RIC-T1	8019-0000-0001	RAD Ethernet over Four T1 Intelligent Converter	\$1,254.00
R-12-SP	8020-0000-0001	Blank Panels for R-12 Rack	\$20.00
PB7400	8030-0000-0001	120/240VAC Power Brick for 7401A	\$80.00
HMB	8031-0000-0001	Half Width Stand Alone Box with Power Supply	\$400.00
WARRANTY			
Model	Part Number	Description	End User Price
WARR-x	1001-4002-0001	Extended Warranty (beyond standard) per year (x = total years)	10%
SW-SUPP	1002-0000-0001	Upgrades & Technical Support (per year)	15%
ROR	1003-0000-0001	Replace or Repair @ Core Tec Option (% of End User Price Plus S&H)	25%
BAE	1004-0000-0001	Spares In the Air Exchange (% of End User Price Plus S&H)	50%
DFU	1006-0000-0001	Diagnose Failed Unit (Non-Refundable Plus S&H)	\$ 150.00

CORETEC COMMUNICATIONS		CoreTec Communications Price List	
Multimedia H.264/24/J CODECs (2 Data File Channels)			
Model	Part Number	Description	End User Price
VCX-7481	7421-1130-0001	Ethernet MPEG24/JH.264/WM9 Video CODEC Mini Package	\$1,895.00
VCX-7401-T1	7421-1130-0011	Ethernet MPEG24/JH.264/WM9 Video CODEC Mini Package Over T1	\$2,283.00
VCX-7401-E1	7421-1130-0012	Ethernet MPEG24/JH.264/WM9 Video CODEC Mini Package Over E1	\$2,283.00
VCX-7401-R	7421-1200-0001	Ethernet MPEG24/JH.264/WM9 Video CODEC Rack Mount Card	\$1,895.00
VCX-7401-R-T1	7421-1200-0011	Ethernet MPEG24/JH.264/WM9 Video CODEC Rack Mount Card Over T1	\$2,283.00
VCX-7401-R-E1	7421-1200-0012	Ethernet MPEG24/JH.264/WM9 Video CODEC Rack Mount Card Over E1	\$2,283.00
VCX-7401-Traffic	7421-1200-0002	Ethernet MPEG24/JH.264/WM9 Video CODEC Single Slot of Detector Chassis	\$1,790.00

SUPPORT	Part Number	Description	End User Price
TEL-SUPP	1004-0000-0001	per Hour Telephone Support (2 hour Minimum Monday to Friday 0900 - 1700 EST)	\$150.00
SITE-SUPP	1005-0000-0001	On-Site Technical Support (per Day, Plus Travel and Expenses)	\$2,495.00
SW DEV-SUPP	1009-0000-0001	Custom Software Development (Billable Hours)	\$390.00
ANN-TEL-SUPP	1107-0000-0001	Annual Telephone Support (0900 - 1700 Monday thru Friday EST)	Contact Factory
ANN-SITE-SUPP	1008-0000-0001	Annual On-Site Technical Support (Plus Travel and Expenses)	Contact Factory
USER TRNG-SUPP	1008-0000-0001	User Training Support (Materials)	\$150.00
USER TRNG-SUPP	1011-0000-0001	On-Site User Training Support* (per day Plus Travel, Expenses and Materials)	\$1,495.00
MAINTAINER TRNG	1012-0000-0001	On-Site Maintainer Training Support* (per day Plus Travel, Expenses and Materials)	\$1,995.00
TRAIN the TRAINER	1013-0000-0001	On-Site Train the Trainer Support* (per day Plus Travel, Expense and Materials)	\$2,495.00
		*50% additional for nights and weekends, 100% additional for Sundays & Holidays	
		** Pricing dependent on installed base to be covered	