



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

CONTRACT AWARD COVERPAGE

TO: REXEL USA, INC. 2721 DORR AVENUE FAIRFAX, VIRGINIA 22031	DATE ISSUED: 3/16/2023
	CONTRACT NO: 23-DES-SLA-198
	CONTRACT TITLE: ROCKWELL AUTOMATION & ALLEN BRADLEY EQUIPMENT, SOFTWARE & REPAIR SERVICES

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.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-SLA-198 including any attachments or amendments thereto.

EFFECTIVE DATE: 3/16/2023
EXPIRES: 3/31/2024
RENEWALS: FOUR (4) RENEWALS REMAINING
LIVING WAGE: N

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

<u>VENDOR CONTACT:</u> BRUCE CREE	<u>VENDOR TEL. NO.:</u> (703) 932-2538
<u>EMAIL ADDRESS:</u> BRUCE.CREE@REXELUSA.COM	
<u>COUNTY CONTACT:</u> JIM HONAKER (DES-WPCP)	<u>COUNTY TEL. NO.:</u> (703) 228-7037
<u>COUNTY CONTACT EMAIL:</u> JHONAKER@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Procurement Officer	3/16/2023
	Title	Date



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

AGREEMENT NO. 23-DES-SLA-198

THIS AGREEMENT is made, on the date of execution by the County, between Rexel USA, Inc., 2721 Dorr Avenue, Fairfax, Virginia 22031 ("Contractor"), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Services
- Exhibit B – Contract Pricing

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to provide the goods and services described in the Contract Documents (the "Work"), as detailed, in and to the extent that the County accepts, the Contractor's proposal(s), which will be issued periodically throughout the Contract Term and which shall be incorporated herein by reference as if set forth in its entirety. The primary purpose of the Work is to provide Rockwell Automation and Allen Bradley equipment, hardware, software, parts, and on-site/off-site service, repair, and training. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of importance. Contractor shall utilize commercially reasonable efforts to ensure timely delivery or performance; however, Contractor cannot be liable for delays outside of its control. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than March 31, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from April 1, 2024, until March 31, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the amounts listed in Exhibit B, subject to Section 6 ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount for services and training will remain firm until March 31, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 45 days before the Price Adjustment Date.

Any Contract Amount/unit price(s) for services that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment. The discount levels set forth in Exhibit B shall remain firm for the Contract Term. The manufacturer's list prices for parts and equipment are subject to change at any time.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work or goods that is allocable to the Contract and that has been delivered or performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of

payment 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 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 will accrue at the rate of 1% per month.

The Contractor must 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 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.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of

Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

14. DELIVERY

All goods are purchased F.O.B. destination in Arlington County. Transportation, handling and all related charges are included in the unit prices or discounts, unless expedited shipping is required. Expedited shipping will be at additional cost to the County.

15. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery. The Contractor warrants that the goods are new and, upon payment of the applicable invoices, free of any liens or security interests. The Contractor also warrants that the services will be performed in a good and workmanlike manner. In no event shall Contractor's warranty exceed the warranty given by manufacturers of the goods or the providers of the services. The sole obligation of Contractor under such warranty shall be, at Contractor's sole election, to (i) repair or replace goods in accordance with the manufacturer's instructions or the administration of any County claim against the manufacturer of the goods, (ii) re-perform the services, or (iii) refund the purchase price for the defective goods or services. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNLESS APPLICABLE LAW OTHERWISE REQUIRES, EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH CAUSED BY CONTRATOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE CONTRACTOR'S TOTAL LIABILITY UNDER EACH ORDER SHALL NOT EXCEED THE VALUE OF SUCH ORDER. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF CONTRACTS, LOSS OF USE, OR FOR ANY INDRIECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES. NO LIQUIDATED DAMAGES SHALL APPLY.

17. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at is sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them. Any shipping claims for material that arrives via a third-party freight carrier will need to be initiated by the County with that carrier. The Contractor will provide reasonable assistance to the County in presenting any such claim.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the Contractor's receipt of payment from the County.

18. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or

used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

19. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

20. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period. In no event shall the Contractor's warranty exceed the warranty given by the manufacturer of the goods or the provider of the services.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must 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.

23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating 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 more than \$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, "workplace" means the site(s) for the performance of the work required by this Contract.

24. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. 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 them within at least 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs upon demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

25. INDEMNIFICATION

The Contractor covenants for itself, and its employees 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent or intentionally wrongful acts or omissions, including the negligent or intentionally wrongful acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

As a distributor and not a manufacturer, the Contractor does not provide indemnification against infringement of any intellectual property rights for the distributed goods. The Contractor shall, if given prompt notice by the County of any claim of intellectual property infringement with respect to any goods sold under this Contract, request the manufacturer to grant for the County such indemnity rights as the manufacturer may customarily give with respect to such goods.

27. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the 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 bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this 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 Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

30. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

31. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

32. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or

subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

33. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

34. AUDIT

The Contractor must retain all quotes, bids, and invoices submitted to the County, RFPs, purchase orders, correspondence and all other documents exchanged between the parties ("Records") related to this Contract for at least five (5) years after the final payment and must allow the County or its authorized agents, upon prior written notice, at a mutually agreeable date and time, to examine the Records during this period and during the Contract Term. The Contractor must use commercially reasonable efforts to provide any requested Records to the County for examination within 30 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any Records related to this Contract (including confidential Records to which the County does not have ready access) within five (5) years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the Records if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County acknowledges and agrees that Contractor is an authorized distributor of Rockwell Automation products and services.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for

alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

Except as set forth in this Agreement, all remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; LIMITATION OF LIABILITY, RELATION TO COUNTY; AUDIT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; AND ATTORNEY'S FEES.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Bruce Cree
Industrial Account Manager
Rexel USA, Inc.
2721 Dorr Avenue
Fairfax, Virginia 22031
Phone: (703) 932-2538
Email: bruce.cree@rexelusa.com

With a copy to: Rexel Legal Department
5429 LBJ Freeway, Suite 600
Dallas, Texas 75240
RexelUSALegalNotice@rexelusa.com

TO THE COUNTY:

Jim Honaker, Project Officer
DES – Water Pollution Control Bureau
3111 South Fern Street
Arlington, Virginia 22202
Phone: (703) 228-7037
Email: jhonaker@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of

the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous E&O / Professional Liability - \$1,000,000 per occurrence/claim
- e. Cyber Insurance - \$2,000,000 per occurrence/aggregate
- f. Additional Insured –The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be attached to the certificate.
- g. Cancellation -If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract. Should any of the aforementioned policies be cancelled before the expiration date thereof, notice will be provided in accordance with policy provisions.
- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

56. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

REXEL USA, INC.

DocuSigned by:
AUTHORIZED SIGNATURE: Lucas Alexander
5D2342428F9D4B4...

DocuSigned by:
AUTHORIZED SIGNATURE: Joseph Papa
DFBAC2DCE96942B...

NAME: Lucas Alexander

NAME: Joseph Papa

TITLE: Procurement Officer

TITLE: Regional Vice President

DATE: 3/16/2023

DATE: 3/13/2023

EXHIBIT A SCOPE OF SERVICES

The Water Pollution Control Bureau (WPCB) has over 50 existing Allen Bradley programmable logic controllers (PLC's) and over 60 Allen Bradley variable frequency drives (VFD's) manufactured by Rockwell Automation, under their brand name of Allen Bradley. These electrical devices control sewage process equipment including: pumps, fans, blowers, conveyors, air-conditioning systems, valves, and communication to WPCB process control system computers (PCS's) throughout the WPCB plant as well as outlying pumping stations. Over 30 WPCB equipment systems use the Rockwell Automation foundation field buss linking devices. Only Rockwell Automation materials and parts shall be used for replacement and services.

The Rockwell Automation PCS was selected during engineering analyses performed near the beginning of the major WPCB MP01 plant upgrade (2004-2014).

The Contractor shall provide Rockwell Automation and Allen Bradley:

- Equipment
- Hardware
 - Foundation Fieldbus
- Parts
- Onsite-Offsite Service & Repair
- Software
 - Programmable Logic Controller
 - Process Control System and
- Training
- **On-Line and Telephone Support (Rockwell Automation TechConnect Service)**

Exhibit B**Contract Pricing****Rockwell Service Rates**

Description	Pricing
Straight-Time Labor (M-F 7am-6pm, First 8 Hours per Engineer)	\$ 240.00 / Hr.
Overtime Labor (M-F 6pm-7am, OR After First 8 Hours per Engineer, OR Saturday)	\$ 360.00 / Hr.
Double-Time Labor (Sunday, OR Rockwell Automation Holiday)	\$ 480.00 / Hr.
Travel To/From Work Site	\$ 240.00 / Hr.
Project Management	\$ 290.00 / Hr.
Overnight Expenses (Includes Hotels and Meals) Per Diem Rates set by U.S. General Services Administrative Guidelines The applicable GSA per diem rates can be obtained at http://www.gsa.gov/portal/content/104877 .	
Other Misc. Expenses	@ COST + 10% Fee
Fixed Price/Fixed Scope Projects	NET Pricing

- 1) Total Travel Time is Calculated Portal-to-Portal.
- 2) Hours can be used for Both Scheduled and Emergency Callout Services
- 3) Four (4) Hours/Day Minimum Charge
- 4) Straight-Time (1.0) = Mon-Fri 7am-6pm for the First 8 Hours Worked
- 5) Overtime (1.5) = Mon-Fri Beyond 8 Hours, Mon-Fri 6pm-7am & All Day Saturday
- 6) Premium (2.0) = All Day Sunday & All Rockwell Automation Holidays
- 7) In addition to the engineering hours charges, there is the Project Management hours. PM Hours will be charged:
 - a. For Field Services Engineer engagements longer than 3 days; it will be charged 1h charge for PM for every 3 days of continuous engagement, rounded to the closest 0.5h value.
 - b. For any engagement that requires PM, for instance, those that require supply of parts (parts not included in the current agreement). In this case Rockwell Automation will inform upfront the requirement of the PM and the estimation of hours required.
- 8) Misc. Expenses at cost plus 10% administration fee.

Rexel On-Site Support Service Rates

Drive Installation/Startup.....	\$150/hour
Call-Out Support.....	\$175/hour
Network Support.....	\$200/hour
Overnight.....	\$200/night
Travel.....	\$100/hour
Fixed Price/Fixed Scope Projects ..	NET Pricing

Rockwell Parts & Equipment

DS	PGC	Description	% off List Price*
D6	10G	Networks and Coms	20%
B3	115	193: E1 Plus (EE), OL, C9-C85 (100C)	30%
B5	191	700-HA: Tube Base	40%
B5	201	700-HN: Sockets and Clips	40%
B5	223	Analog Modules, Wiring Systems	20%
B5	224	Cables, Wiring Systems	20%
B7	254	100/104-C: Contactors, 30-37A, AC	38%
B7	256	100/104-C: Contactors, 60-85A	38%

B7	258	100-C/700-CF: Aux Contacts	40%
B8	330	NEMA Push Buttons, Type 4/13 Metal	40%
B9	347	XL Standard Power Supply	20%
B9	350	XLS Performance Power Supply	20%
C2	421	PF753: 10-30HP, 480V, Frames 2,3	30%
C2	424	PF753: 40-75HP, 480V, Frames 4,5	30%
C2	456	PF753: 100-200HP, 480V, Frame 6	30%
C2	457	PF753: 250-350HP, 480V, Frame 7	30%
D5	530	1756: CLX Processors & Motion Modules	20%
D6	539	1756: CLX I/O & Misc Products	20%
D6	545	1794: Flex I/O	15%
K6	71A	Stratix 5700 Managed Switch	25%
C2	772	PF755: 40-75HP, 480V, Frames 4,5	28%
C2	773	PF755: 100-200HP, 480V, Frame 6	28%
C2	774	PF755: 250-350HP, 480V, Frame 7	28%
B7	798	100/104-C: Contactors, 23A, AC	40%
C3	90D	PF525: 3 Phase 460V Frame A & B	24%
B7	920	100/104-C/R: Contactors, 9A, AC	36%
C3	92D	PF525: 3 Phase 460V Frame C & D	24%
B7	941	100/104-C/R: Contactors, 12A, AC	38%
C3	98D	PF525: 3 Phase 460V, Frame E Filter	24%
D8	ALL	PanelView Plus 7 Displays	10%
N1	ALL	5080 Series Controllers and Associated Products	13%
N2	ALL	5000 Series I/O; Software, Migrations, Controllers & Assoc. Products	10%
K1	408	1769 Sm Compactlogix Processors	18%
K1	31A	1769 Lg Compactlogix Controllers	18%
K8	540	1769 I/O	18%
K6	41F	Stratix 5400/5800 Managed Switches	18%

The following Discount Schedules (DS) with Product Group Codes (PGC) not listed above D5, D6, K8, K1, J5, D9, K6, C2, C3, C4, C5, C9, H9, C8, D3, J7, B5, B8, B4, B3, B7, B9, B6, E7, E9 F1, H6, J6, K3, J2, M1, K7, F6,	13%
The following Discount Schedules (DS) with Product Group Codes (PGC) not listed above G8, G9, H2, H3, H1, H4, E8, J8, D4, D7, D8, K9, K4, E2, E3, E5, C6, C1, D1, C7, E6, G5, H7, K2, J4 F9, J3, F3, F4, G7, H8, F5, G6, F8	0%

*Hardware & Services discounts are based off of the List price in effect at the time of order.

*Freight charges are **not** included in this agreement.

Tech Connect Phone/Software Support

NET Pricing

NET Pricing

Training (Standard Open Enrollment instructor led Classes)**Training**

Workforce Development Rockwell Automation Training

Description	Price per student
Introduction to PLCs	\$ 525
Introduction to HMIs	\$ 525
Studio 5000 Logix Designer Level 3: Project Development	\$ 2953
Introduction to Electricity	\$ 525
Studio 5000 Logix Designer Level 1: ControlLogix System Fundamentals	\$ 2233
Studio 5000 Logix Designer Level 2: Basic Ladder Logic Programming	\$ 2233
Introduction to Drives	\$ 525
PowerFlex 750-Series Configuration & Startup	\$ 2233
PowerFlex 750-Series Maintenance & Troubleshooting	\$ 2233
EtherNet/IP Configuration & Troubleshooting	\$ 2620
Studio5000 Logix Designer Level 1: ControlLogix System Fundamentals	\$ 2233
Studio5000 Logix Designer Level 2: Basic Ladder Logic Programming	\$ 2233
Introduction to Motion	\$ 525
Studio5000 Logix Designer Level 3: Basic Ladder Logic Interpretation	\$ 2233
Studio5000 Logix Designer Level 1: ControlLogix Fundamentals & Troubleshooting	\$ 3460
PowerFlex 525 Startup & Configuration	\$ 1145