

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

NOTICE OF RENEWAL OF CONTRACT

TO:	DATE ISSUED:	JUNE 12, 2012
BRANCH GROUP, INC., dba REXEL	CURRENT REFERENCE NO:	325-10
2721 DORR AVENUE	CONTRACT TITLE:	DES/BUILDING AUTOMATION SYSTEM SERVICE
FAIRFAX VA 22031	PRIOR REFERENCE NO:	183-10

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on APRIL 30, 2021.

The contract documents consist of the terms and conditions of Agreement No. 325-10 including any exhibits, attached or amendments thereto.

CONTRACT PRICING AND ATTACHMENTS:

1. AGREEMENT 325-10 AND AMENDMENT NO. 1
2. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U (JANUARY)

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> 703-560-2500
<u>VENDOR EMAIL ADDRESS:</u> Bruce.Cree@Rexelusa.com	
<u>VENDOR PAYMENT TERMS:</u> NET 30 DAYS	<u>VENDOR FAX. NO.:</u> 703-560-1059
<u>COUNTY CONTACT:</u> GERRY WATKINS	<u>COUNTY TEL. NO.:</u> 703-228-6891
<u>COUNTY EMAIL ADDRESS:</u> gwatkin@arlingtonva.us	

CONTRACT AUTHORIZATION

DISTRIBUTION


Maryam N. Zahory, CPPB
Procurement Officer

6/12/12
DATE

BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 325-10

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 325-10 dated April 5, 2011 ("Main Agreement") and made between Branch Group, Inc., dba Rexel, 2721 Dorr Avenue, Fairfax, VA 22031 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

Paragraph No. 3, CONTRACT TERM, shall be deleted in its entirety and replaced with the following:

3. CONTRACT TERM

The Work under this Contract will continue and shall be completed no later than April 30, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

Paragraph No. 5, CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U, shall be deleted in its entirety and replaced with the following:

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing year shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. All prices shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in January of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

Paragraph No. 13, REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES), shall be deleted in its entirety and replaced with the following:

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items 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 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 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 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.

Paragraph No. 15, PROJECT STAFF, shall be deleted in its entirety and replaced with the following:

15. PROJECT STAFF

The County will, throughout the Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

Paragraph No. 34, AUDIT, shall be deleted in its entirety and replaced with the following:

34. AUDIT

The Contractor agrees to retain all quotes, bids, and invoices submitted to the County, RFPs, purchase orders, correspondence and all other documents exchanged between the parties related to this Contract for at least three (3) 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 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 three (3) 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.

All other terms and conditions of the Main Agreement shall remain in full

force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BRANCH GROUP, INC., DBA REXEL

SIGNED
BY:

Richard D. Warren, Jr.

SIGNED
BY:

William M. Tucker

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

PRINT NAME
AND TITLE: *William M. Tucker*
V.P. Rexel

DATE:

6/12/12

DATE:

6-11-12

2) Field Support Service

Rockwell Automation Proposal Number: BALRV0428-3

Scope of Work –Field Support Pricing Agreement

This offering of a Field Support Pricing Agreement enables Arlington County WPCD to utilize Rockwell Automation Field Service Engineers at agreed upon discounted rates. Service time can be used for, but not limited to, the following onsite support activities: Support Assistance including Breakdown coverage (emergency or scheduled) Network Services, Conversion Migrations, and Program adjustments & Archiving.

Pricing & Invoicing

Rockwell Automation will offer the reduced hourly rate of **\$175.00/hr (current published rate \$210.00/hr)**. **This rate will be offered for a 1 year period after receipt of the contract PO.**

The same rate will be used for travel time. Any expenses incurred will be billed at cost.

**** Subject to Arlington County's Travel Policy Set Forth in Agreement NO. 325-10.**

All service time will be invoiced on a **"Bill by Work Order"** basis, which means any time the service engineer closes out a given work order, Arlington County WPCD will be billed for that duration of time worked.

Table below shows what would be billed based on day/time of service provided:
(all travel will be charged at straight time rate)

<i>Time Frame of Hours Worked</i>	<i>Amount of Hours charged</i>	<i>Callout Type</i>	<i>CONTRACT Rate</i>
8am – 5pm Monday – Friday	1 Hour for each hour worked	Straight Time	\$175.00 / hr
5pm – 8am Monday – Friday & Saturday:	1.5 Hours for each hour worked	Overtime	\$262.50 / hr
Sundays & Rockwell Holidays	2.0 Hours for each hour worked	Premium	\$350.00 / hr

Scheduling

In order to effectively manage the scheduling of Rockwell Automation Field Engineering resources, please inform Rexel Electric of desired support dates. Rexel Electric will coordinate with Rockwell Automation Dispatch to dispatch engineer as needed. Rexel shall provide their utmost effort to respond with Rockwell support staff onsite within 2-4 hours for an emergency request, as determined by the County, and if there is an unusual situation, the limit of duration may be extended if agreed to in advance by the County and such approval will not be unreasonably withheld. For non- emergency services, Rexel will respond within 7 days unless a longer time is agreed to by the County.

Rockwell Automation Additional Terms and Conditions

Standby/Holdover Rate: (also considered waiting or on-call time) applies to non-productive time spent at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. Standby/Holdover time will be charged as applicable for the time of day and day of the service.

Minimum Service Billing: When on-site services are provided, the customer will be responsible for a minimum of four hours labor that will be charged as applicable for the time of day and day of the service.

Maximum On-Site Time: For safety compliance of the Rockwell Automation Field Service representative and the customer, at no time will a Rockwell Automation Field Service representative work more than a maximum of 16 hours (including travel time) during any 24-hour period.

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

AGREEMENT NO. 325-10

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

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Rockwell Automation Support Contract Proposal), and Exhibit C (Nondisclosure and Data Security Agreement) ("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 Exhibit A shall prevail over Exhibits B and C, and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent 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 the "Agreement."

2. SCOPE OF WORK

The Contractor warrants to the County that the services provided hereunder shall be expertly performed in a manner that meets or exceeds the Rockwell Automation Support Contract Proposal, attached hereto as Exhibit B and incorporated herein (alternatively the "Work"). The primary purpose of the Work is to provide Plant Programmable logic control (PLC) automated support services. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

Work under this Agreement will commence upon execution by the County and be completed no later than April 30, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than

nine (9) additional twelve (12) month periods from May 1, 2012 to April 30, 2021 (Each period is referred to as "Subsequent Contract Term").

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. Spare parts will be discounted twenty-five percent (25%) off published catalog pricing.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract Amount shall remain firm for the Initial Contract Term. The Contract Amount for services for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in JANUARY of the year in which the Contract extension is agreed to in writing, and in no event shall exceed five percent (5%) from one Term to the next.

If the Contractor and the County do not agree on a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for the yearly TechConnect Support and within thirty (30) days after receipt for Field Support Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer and within thirty (30) days after receipt of an invoice for spare parts which have been received and accepted by the County. Amounts on invoices shall not include amounts allocated to tasks on which no Work has been done.

7. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Department of Environmental Services, Water Pollution Control Plant requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or of the Contractor's services

has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided under the amendment.

9. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and B and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

10. REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of \$41.00 or the individual meal rate of \$8.00 for breakfast, \$11.00 for lunch, and \$22.00 for dinner. Receipts are required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse a Contractor for no more than the cost of a single room.

Transportation:

General

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

Ground Transportation

Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if applicable, shall not exceed the then current mileage rates paid by the County to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to \$7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel

Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

11. 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 that remain unpaid after seven (7) 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 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 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 the above provisions 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.

12. NON-APPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington County 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.

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items 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 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 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 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.

14. 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 order 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. Contractors providing goods or services without a signed County purchase order do so at their own risk and expense.

15. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

16. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary 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 such 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, so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana 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, 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 in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all 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, or is in default or breach of any Contract provision or condition, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s 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 cause.

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 the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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 Contactor shall be 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, replacement costs, refund of all sums paid by the County to the Contractor for goods and/or services not provided pursuant to the terms of this Contract and all reasonable attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, 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.

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.

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the 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 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 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.

22. INDEMNIFICATION

The Contractor covenants 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 negligent acts, errors or omissions in performance or nonperformance of its 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 save, defend,

hold harmless and/or indemnify the County, 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.

23. 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 by Contractor pursuant to this Agreement. 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 Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement 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 Agreement 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 Agreement

24. DATA SECURITY

The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit C. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

25. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County.

Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

26. VIRGINIA FREEDOM OF INFORMATION ACT

The parties understand and agree that the County is subject to the terms and provisions of the Code of Virginia sections 2.2-3700 et. seq, the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. The County Project officer shall make available to the Contractor any VFOIA request that the Project Officer reasonably believes the Contractor may have an interest in.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state 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 is made without collusion or fraud and 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 purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. FORCE MAJEURE

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

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

31. RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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 payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

32. ANTITRUST

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

33. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contractor request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. AUDIT

The Contractor agrees to retain all quotes, bids, and invoices submitted to the County, RFPs, purchase orders, correspondence and all other documents exchanged between the parties related to this Contract for at least three (3) 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 or 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 three (3) 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

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, any applicable County policy, or the County's remote access 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, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted 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. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution.

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, incorporated herein by reference, and 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 thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the 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 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 the valid judgment or decree of 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 any section in this Contract 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; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DATA SECURITY; AND "VIRGINIA FREEDOM OF INFORMATION ACT".

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 refers.

47. NOTICES

Unless otherwise provided herein, all notices and other communications hereunder 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:

Rexel
Attn: Legal Department
14951 Dallas Parkway
Dallas TX 75254

TO THE COUNTY:

Carol Smithers, Plant Maintenance Manager
Water Pollution Control Plant
3402 S. Glebe Road
Arlington, VA 22202

AND

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

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. Umbrella Liability - \$5,000,000 Each Occurrence
- e. Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - All insurance policies required hereunder (except for Workers Compensation/Employee Liability) shall be endorsed to require the insurer to endeavor to provide at least thirty (30) days prior written notice of cancellation of or material change to any such policies--If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

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

protection for the County.

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

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

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

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

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

50. 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 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 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 Contractor to the County under this Contract.

51. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq.,


"Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.


52. LIMITATION OF LIABILITY

Except for the Contractor's gross negligence or willful misconduct, and notwithstanding anything to the contrary herein, unless applicable law otherwise requires, the Contractor's total liability hereunder is limited to the price of the goods giving rise to the claim. Contractor shall not be liable for loss of profits, loss of revenue, loss of contracts, loss of use, or for any indirect consequential, special, punitive, or exemplary damages. No liquidated damages shall apply.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: 

 NAME AND RICHARD D. WARREN, JR.
PURCHASING AGENT

DATE: 5/5/11

BRANCH GROUP, INC., DBA REXEL

TIN:

AUTHORIZED
SIGNATURE: 

NAME AND TITLE:

TITLE: Area Branch Manager

DATE: 05/03/2011

EXHIBIT A

Scope of Work

Part 1 - Telephone Support

The Contractor shall provide unlimited real-time telephone support from Rockwell Automation product specialists for hardware and software issues twenty-four (24) hours per day, seven (7) days per week, 365 days per year. This Automation control support shall be provided for programmable controllers, Operator Interface equipment, Distributed I/O, Networks, and related firmware and software. Screen-Sharing Capability shall be provided to Troubleshoot, Diagnose and Resolve Issues. The County shall have access to the Rockwell Automation Knowledgebase Documents and Features. Services shall also include updates to licensed software and Logix Flash Firmware updates (web downloadable and via CD).

Part 2 - On Site Support

The Contractor shall provide onsite field support in accordance with Exhibit B - Support Contract Proposal which enables Arlington County to utilize Rockwell Automation Field Service Engineers at agreed upon discounted rates for onsite service. Service time can be used for, but not limited to, the following onsite support activities: Support Assistance including equipment Breakdown coverage (emergency or scheduled), Network Services, code Conversion and Migrations, Program adjustments & Archiving, or other activities related to maintenance or improvements to the Process Control System as deemed necessary by the County. Service work shall be as directed in writing by the County or the County's representative. Rates for approved travel time shall be according to the County's Travel Reimbursement Policy set forth in the Agreement.

Part 3 - Rockwell spare parts pricing agreement

The Contractor shall supply Rockwell automation spare parts with special pricing per the Spare Parts Pricing Agreement in Exhibit B.

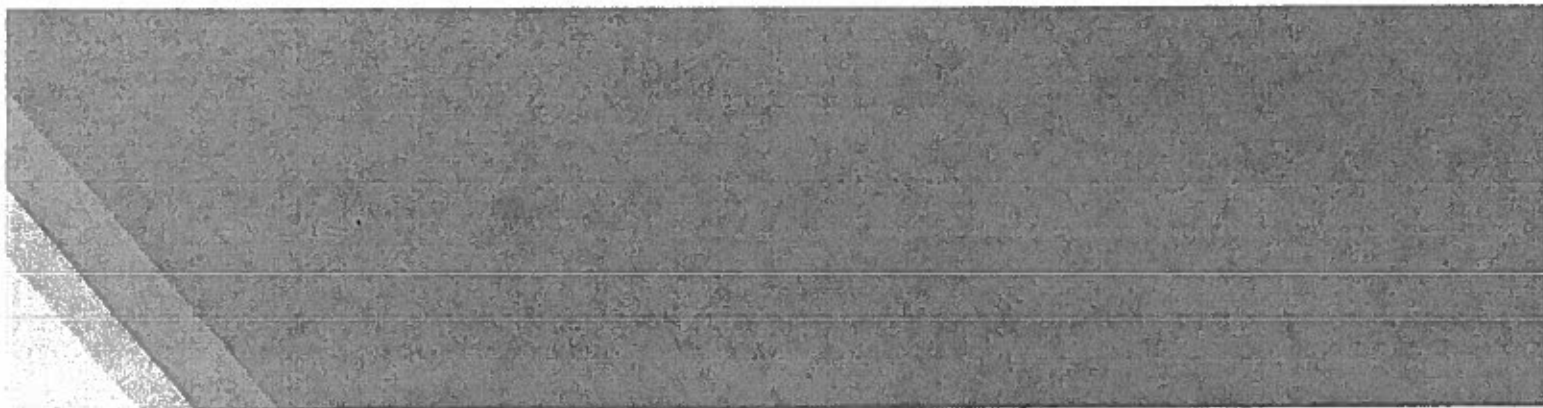
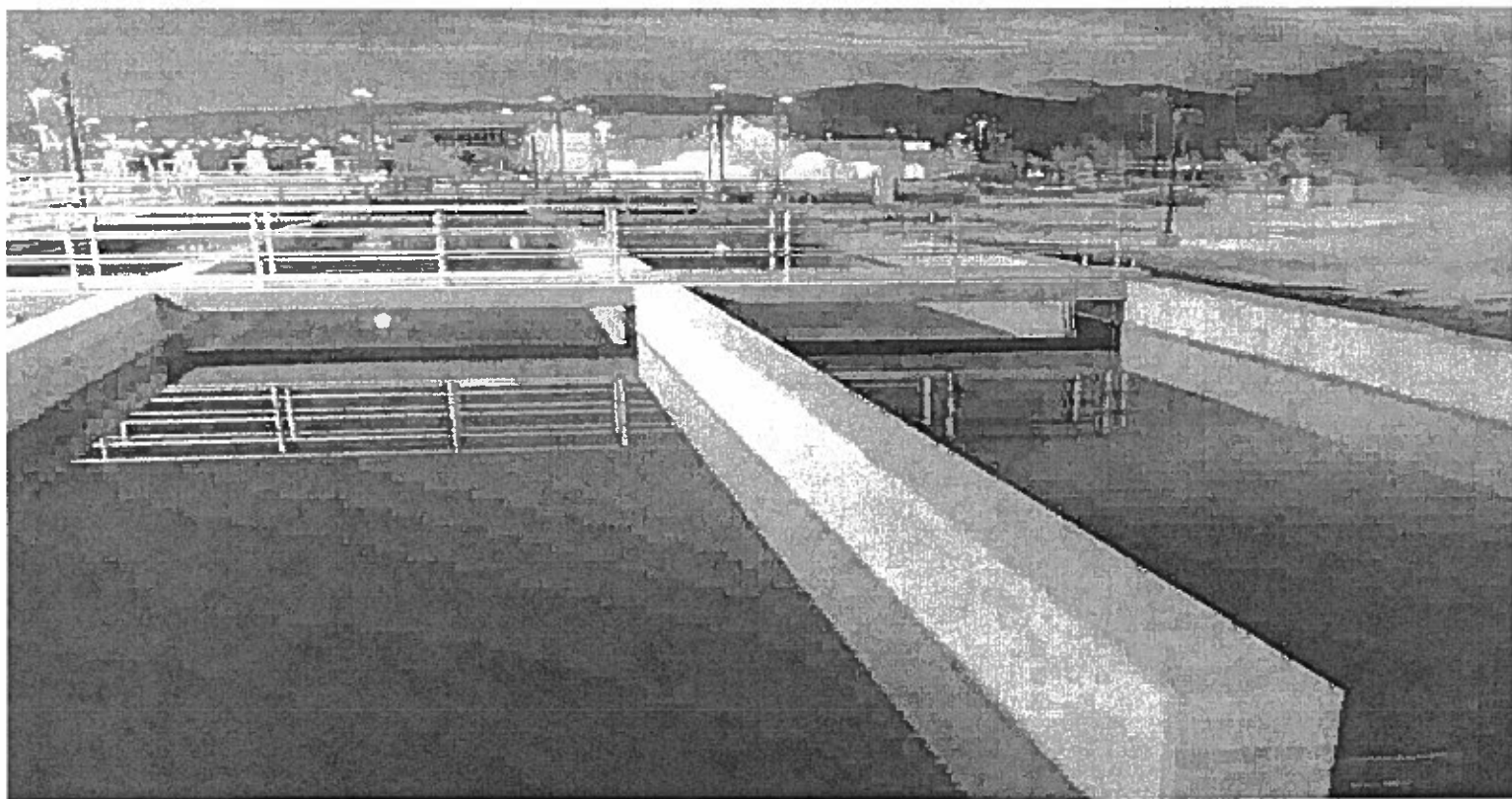


North-Atlantic Division
2721 Dorr Avenue
Fairfax, VA 22031

Rockwell Automation Support Contract Proposal

Prepared For: Arlington County Virginia

April 21, 2011





North-Atlantic Division
2721 Dorr Avenue
Fairfax, VA 22031
Ph (703) 560-2500
FAX (703) 560-1059



Arlington County Virginia

Department of Environmental Services
Water Pollution Control Bureau
3111 South Fern Street
Arlington, Virginia 22202

REF: Rockwell Automation Support Proposal: ARL040710SA85-2

Thank you for allowing Rexel the opportunity to provide you with the following Rockwell Automation support proposal. This proposal is offered in response to your request of March 16th for a control and automation support solution for your Wastewater Treatment Plant located in the County of Arlington Virginia. The basis for this proposal is outlined below and consists of three areas of prime coverage.

1) TechConnect Support (Proposal 362517)

Real Time Phone and Electronic Support 24hr a Day, 7 Days a Week.

- TechConnect : Support Overview
- TechConnect : Pricing (Single Year & Multi-Year Options)
- TechConnect : Software Packages Covered in the Proposal

2) Field Support (Proposal BALRV0428-2)

On-Site Engineering Services

- Field Support : Support Overview and Rates
- Field Support : Additional Terms and Conditions

3) Parts SPA

Special Pricing Agreement on Replacement Rockwell Automation Parts.

- Parts SPA : Parts included under the SPA and associated discount

We hope you find this proposal acceptable. If you should have any questions or concerns, please feel free to contact me @ (703) 932-2538. Thank you for your interest in our products and services.

Regards

Bruce Cree

Account Manager - Rexel

DirectConnectSM

DirectConnect is the ideal solution for companies that need to supplement internal technical resources with real-time phone support (unlimited number of cases) from product specialists at Rockwell Automation.

Unlimited Direct-Access Phone Support
(8am – 5pm in your time zone, M–F)

Screen-Sharing Capability to Troubleshoot, Diagnose
and Resolve Issues

Access to Knowledgebase Documents and Features
Only Available With a TechConnect Contract²

Unlimited On-Line Support Requests via the
Knowledgebase²

Software and Logix Flash Firmware Updates
(web downloadable and on disc)

Technical Reference Library DVD³

24x7x365 Phone Support (optional upgrade)

Enterprise TechConnect Agreement

With Enterprise TechConnect, you can easily provide and manage technical support across multiple sites anywhere in the world.

¹ Service level features may vary by country

TechConnect Supports the Following Product Families

STANDARD PRODUCTS Support is provided for all products listed within a product family (e.g., Automation Control Products)

AUTOMATION CONTROL

Programmable Controllers – ControlLogix, FlexLogix, CompactLogix, PLC-5, Automax PLC, SLC 500, MicroLogix, SoftLogix5800, SmartGuard 600, GuardPLC

Operator Interface – PanelView, PanelView Plus, PanelBuilder, FactoryTalk View ME (formerly RSView ME), Portable HMI, RediPanel, InView, Dataliner, DTAM, Industrial Computers

Distributed I/O – Flex I/O, POINT I/O, Block I/O, Expansion I/O, Remote I/O

Networks – DeviceNet, ControlNet, EtherNet/IP, DH+, DH-485, RSLinx Lite, RSNetworkx

Related Software – RSLogix, RSGuardian, RSLadder, RSEmulate, RSMAC Server, Change Management & Network Health

Condition Monitoring – XM Modules, Auto Asset Management & Online Condition Monitoring

DRIVES

PowerFlex Series (excluding 7000), 1395, 1397, 1365, 1336E, 1336T, 1336R, 2364E NRU, 2364F RGU, 2362F, 2362H, 2362L, 2362M, 2362N, 2362Q 700 Common Bus, 2362S 700S Common Bus, 1336Plus, 1336PlusII, DC2, DC3, FlexPak 3000, FlexPak Plus, GV3000, GV3000/SE, GV6000, LiquiFlo, LiquiFlo 1.0, LiquiFlo 1.5, LiquiFlo 2.0, MD60, MD65, MinPak Plus, SP500, SP600

INDUSTRIAL MOTION CONTROL

Rack-based Motion Products – SLC (1746-HSRV, 1746-HSTP), ControlLogix (1756-M02AE, M08SE, M16SE, M03SE, M02AS, HYD02, 1758M04SE)

Servo drives – Kinetix 2000, Kinetix 6000, Kinetix 7000, Ultra 100, Ultra 200, Ultra 3000, Ultra 5000, Ultra 1500, 1394

Programming software – SoftLogix5800, GML Commander, UltraWARE, UltraMaster

ADVANCED SOFTWARE Support is provided for each software package you select within a family (e.g., FactoryTalk View)

HMI/Communication – RSView32 Works and Runtimes, FactoryTalk View (HMI / Communication Software), RSLinx (Professional, OEM, Gateway), RSTrend, FactoryTalk Gateway

Information – FactoryTalk Transaction Manager (formerly RSSql), FactoryTalk Historian (formerly RSBizWare Historian), FactoryTalk Scheduler (formerly RSScheduler), FactoryTalk PlantMetrics (formerly RSBizWare PlantMetrics), FactoryTalk AssetCentre, FactoryTalk Portal, FactoryTalk Integrator

Application – RSWire, RSData, RSLogix Frameworks, Automation Desktop, RSJunction Box, RSTune, IntelliCenter, RSLinx C SDK, RSTrainer

Process – ProcessPak, FactoryTalk Batch (formerly RSBizWare Batch), eProcedure, MaterialTrack, FOUNDATION Fieldbus (1757, 1788)

LEGACY SUPPORT DirectConnect, 8 am – 5 pm only

SOFTWARE

DH+ Driver, DH485 Driver, Wintelligent Series, ProcessLogix, ControlView, Interchange, Proset, RSCompanion

HARDWARE

CNC products and programming software including – 7100, 7300, 8200, 8400, 8600, Bandit, and all 9 Series controllers, Machine Pro., Fast Track

Controllers – SLC 100/150, PLC (1774/1778, 2, 3, 4, 5/250), Automate 15/30/40 and Pyramid Integrator, all DOS-based programming software (such as AI Series, 6200, APS, MPS, PBase, PCD), Programming Terminals (1770T1, T2, T3, T4; 1784T4S, T47, T50)

Motion Products – PLC (IMC 120, 121, 123), 1771QA, 1771QC, SLC (IMC 110), ODS software for Allen-Bradley Servo drives and motors (1386, 1388, 1391, 1392, 1327, 1326A, 1326AD, 1326DP, 1326DS, 8720), Electro-Craft brand products (IQ 2000, IQ 5000, IQMaster software, Bru 200, Bru 500, BSA, Pro, Max430, Max 100), Ultra Plus and GML Ultra software

Allen-Bradley Drives – 161, 1302, 1313, 1318, 1330, 1331, 1332, 1333, 1334, 1335, 1340, 1350, 1351, 1352, 1361, 1362, 1371, 1372, 1373, 1374, 1375, 1376, 1379, 1381, 1396, 1615, 133T Series A, 1370AR/NR 1370B, 1615, 3400

Reliance Electric™ Standard Drives – DC (old line), FlexPak AC, GP1000, GP1200, GP1500, GP2000, SP100, SP120, SP200, VSM500, VVI, VVI, Webpack 3000

Reliance System Drives – AutoMate, AutoMax Generic, AutoMax Field Regulator, AutoMax RRC Support, AutoMax 4 Card Set, DCS5000, SA500, SA3000, SA3100, SB3000, SD3000, SF3000, S3C

Note: If a Rockwell Automation product is not listed above, please contact your local Rockwell Automation distributor sales office for support options.

For More Information

For more information about Rockwell Automation TechConnect Support, contact your local Rockwell Automation sales office or authorized distributor, or go to: www.rockwellautomation.com/services/remote/

Knowledgebase

To access the Rockwell Automation Knowledgebase, go to: www.rockwellautomation.com/knowledgebase/

TechConnect Support Quotation

Quote Number: 362517
Date Quoted: 21-April-2011
Quote Expires: 30-May-2011

Customer:
CAROL SMITHERS
ARLINGTON COUNTY WATER POLLUTION
3402 S GLEBE RD
ARLINGTON, VA 22202-2325
USA

Appointed Distributor:
REXEL BRANCH ELECTRIC
5255 PORT ROYAL RD
SPRINGFIELD, VA 22151
USA

Support Start Date: **Contract PO Issue Date**
Support Expiration Date: 1-Yr after contract start date

Item	Catalog Number	Description	List Price
1.	9800-DC24AUTOC	DirectConnect (7x24x365) - Automation Control Site Support (11-25 Processors)	\$ 4,380.00
2.	9800-DC24HMICOM	DirectConnect (7x24x365) - HMI & Communication Software Support	\$ 25,470.00
3.	9800-DC24INFAUT	DirectConnect (7x24x365) - Information Software Support	\$ 15,300.00
4.	9800-DC24PROC	DirectConnect (7x24x365) - Process System Product Support	\$ 8,838.00
5.	9800-DC8APP	DirectConnect (8-5, M-F) - Application Software Support	\$ 3,058.00
1 Year Contract Total List Price			\$ 57,046.00
1 Year Contract Customer Net Price (30% Volume Discount)			\$ 39,932.20

Multi-Year Option - Fixed Price 3-Year Contract

One-Time Payment or Billed Annually - Single PO for 3-Year Amount Required \$ 119,796.60

Attached to this quote is a list of software packages registered to this site and covered by this support agreement. The above quoted price(s) is based on that list. During the term of this support agreement (including any Multi-Year term), Rockwell Automation reserves the right to periodically review the list of supported products registered to this site, and to make commensurate adjustments to the above quoted price(s) by way of supplemental billings in the event there are significant additions to the number of support products. The price increase shall only be with the concurrence of Arlington County, and, if Arlington County concurs, then Arlington County will issue an amendment to reflect the increase in price.

All prices are quoted in US dollars. Prices and other commercial terms of sale are suggested only if support agreement is purchased through the local authorized Rockwell Automation distributor.

Cancellation of service is subject to a 25% charge, including reimbursement for direct costs. Cancellation is null and void if updates cannot be returned unopened, or if remaining term of service is less than 2 months.

Important: This quote is for *TechConnect* technical support. The entitlements of the program are detailed in the accompanying letter.

TechConnect Support Quotation

Quote Number: 362517
 Date Quoted: 21-April-2011
 Quote Expires: 30-May-2011

Customer:
 CAROL SMITHERS
 ARLINGTON COUNTY WATER POLLUTION
 3402 S GLEBE RD
 ARLINGTON, VA 22202-2325
 USA

Appointed Distributor:
 REXEL BRANCH ELECTRIC
 5255 PORT ROYAL RD
 SPRINGFIELD, VA 22151
 USA

Software Listing

The following packages have been included in quote 362517

REGISTERED USER	CATALOG NUMBER	DESCRIPTION	SERIAL NUMBER	INSTALL COUNT
Automation Control Products				
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070142	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070143	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070308	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070309	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070535	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070536	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070599	1
CAROL SMITHERS	9357CNETL3	RSNetWorx for ControlNet Software	1163070600	1
CAROL SMITHERS	9357DNETL3	RSNetWorx for DeviceNet Software	1235085320	1
CAROL SMITHERS	9357DNETL3	RSNetWorx for DeviceNet Software	1235085321	1
CAROL SMITHERS	9357ENETL3	RSNetWorx for EtherNet/IP Software	1669057127	1
CAROL SMITHERS	9357ENETL3	RSNetWorx for EtherNet/IP Software	1669057128	1
CAROL SMITHERS	9357ENETL3	RSNetWorx for EtherNet/IP Software	1669057293	1
CAROL SMITHERS	9357ENETL3	RSNetWorx for EtherNet/IP Software	1669057294	1
CAROL SMITHERS	9310WED200ENE	RSLogix Emulate 5000 ControlLogix Processor Emulation Software	1835023611	1
CAROL SMITHERS	9310WED200ENE	RSLogix Emulate 5000 ControlLogix Processor Emulation Software	1835023612	1
CAROL SMITHERS	9310WED200ENE	RSLogix Emulate 5000 ControlLogix Processor Emulation Software	1835023777	1
CAROL SMITHERS	9310WED200ENE	RSLogix Emulate 5000 ControlLogix Processor Emulation Software	1835023778	1
CAROL SMITHERS	9324RLD700ENE	RSLogix 5000 Professional Edition Software	2022027108	1
CAROL SMITHERS	9324RLD700ENE	RSLogix 5000 Professional Edition Software	2022027109	1
CAROL SMITHERS	9324RLD700ENE	RSLogix 5000 Professional Edition Software	2022027273	1
CAROL SMITHERS	9324RLD700ENE	RSLogix 5000 Professional Edition Software	2022027274	1
CAROL SMITHERS	9326LGXARCHENE	RSLogix Architect Software	2075016369	1
CAROL SMITHERS	9326LGXARCHENE	RSLogix Architect Software	2075016370	1
CAROL SMITHERS	9326LGXARCHENE	RSLogix Architect Software	2075016535	1
CAROL SMITHERS	9326LGXARCHENE	RSLogix Architect Software	2075016536	1
CAROL SMITHERS	2711ND3	PanelBuilder32 configuration software	2301021577	1
CAROL SMITHERS	2711ND3	PanelBuilder32 configuration software	2301040789	1
CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523001927	1

CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523002423	1
CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523002424	1
CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523002425	1
CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523002426	1
CAROL SMITHERS	9701VWMR030AENE	FactoryTalk View ME StationRT (30 Display) Software	2523002427	1
HMI and Communication Products				
CAROL SMITHERS	9355WABOEMENE	RSLink Classic OEM Software	1005086655	1
CAROL SMITHERS	9355WABOEMENE	RSLink Classic OEM Software	1005086656	1
CAROL SMITHERS	9355WABOEMENE	RSLink Classic OEM Software	1005086821	1
CAROL SMITHERS	9355WABOEMENE	RSLink Classic OEM Software	1005086822	1
CAROL SMITHERS	9355WABENE	RSLink Classic Professional Software	1008040905	1
CAROL SMITHERS	9355WABENE	RSLink Classic Professional Software	1008141330	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007975	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007976	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007977	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007978	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007979	1
CAROL SMITHERS	9355RSLETENE	RSLink Enterprise Software	1884007980	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018482	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018483	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018484	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018485	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018486	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018487	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018488	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018489	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018490	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018491	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018644	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018645	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018646	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018647	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018649	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018650	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018651	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018652	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018653	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018655	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018656	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018657	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524018658	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524025431	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524026211	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524026212	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524026213	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524026214	1
CAROL SMITHERS	9701VWSCWAENE	FactoryTalk View SE Client Software	2524035588	1
CAROL SMITHERS	9701VWSTENE	FactoryTalk View Studio for FactoryTalk Enterprise Software	2529009356	1
CAROL SMITHERS	9701VWSTENE	FactoryTalk View Studio for FactoryTalk Enterprise Software	2529009357	1
CAROL SMITHERS	9701VWSS000AENE	FactoryTalk View SE Server (Unlimited Display) Software	2556002014	1
CAROL SMITHERS	9701VWSS000AENE	FactoryTalk View SE Server (Unlimited Display) Software	2556002015	1
Information Automation Software				
CAROL SMITHERS	9356PRO2500	FactoryTalk Transaction Manager Professional (70K Tag Limit) Software	2402002325	1

CAROL SMITHERS	9356PRO2500	FactoryTalk Transaction Manager Professional (70K Tag Limit) Software	2402007821	1
CAROL SMITHERS	9515ASTSRVRENE	FactoryTalk AssetCentre Server Software	2740007275	1
CAROL SMITHERS	9515ASTDRROKENE	FactoryTalk AssetCentre Dstr Rcvry Rockwell Automation Software	2741007391	1
CAROL SMITHERS	9515ASTCAP0025E	FactoryTalk AssetCentre (25 Additional Assets) Software	2742006182	1
Process Systems				
CAROL SMITHERS	9308RSFB1024ENE	RSFieldbus 1024 FB base configuration software	1834000118	1
CAROL SMITHERS	9308RSFB1024ENE	RSFieldbus 1024 FB base configuration software	1834000124	1
CAROL SMITHERS	9308RSFB1024ENE	RSFieldbus 1024 FB base configuration software	1834000125	1
CAROL SMITHERS	9308RSFB1024ENE	RSFieldbus 1024 FB base configuration software	1834000126	1
Application Software				
CAROL SMITHERS	9393RSTCLX	RSTrainer 2000 for ControlLogix Fundamentals Software	1821002115	1
CAROL SMITHERS	9393RSTLX5KMOT	RSTrainer for RSLogix 5000 (Motion) Software	1957001665	1
CAROL SMITHERS	9393RSTLX5KPRJ	RSTrainer for RSLogix 5000 (Project Configuration) Software	2052001830	1
CAROL SMITHERS	9393RSTLKOFFENF	RSTrainer for RSLogix 5000 (Offline Programming) Concurrent Software	2478005662	5
CAROL SMITHERS	9393RSTLKONENF	RSTrainer for RSLogix 5000 (Online Monitoring) Concurrent Software	2479005664	5

2) Field Support Service

Rockwell Automation Proposal Number: BALRV0428-2

Scope of Work –Field Support Pricing Agreement

This offering of a Field Support Pricing Agreement enables Arlington County WPCD to utilize Rockwell Automation Field Service Engineers at agreed upon discounted rates. Service time can be used for, but not limited to, the following onsite support activities: Support Assistance including Breakdown coverage (emergency or scheduled) Network Services, Conversion Migrations, and Program adjustments & Archiving.

Pricing & Invoicing

Rockwell Automation will offer the reduced hourly rate of **\$175.00/hr (current published rate \$210.00/hr)**. **This rate will be offered for a 1 year period after receipt of the contract PO.**

The same rate will be used for travel time. Any expenses incurred will be billed at cost.

**** Subject to Arlington County's Travel Policy Set Forth in Agreement NO. 325-10.**

All service time will be invoiced on a **"Bill by Work Order"** basis, which means any time the service engineer closes out a given work order, Arlington County WPCD will be billed for that duration of time worked.

Table below shows what would be billed based on day/time of service provided:
(all travel will be charged at straight time rate)

<i>Time Frame of Hours Worked</i>	<i>Amount of Hours charged</i>	<i>Callout Type</i>	<i>CONTRACT Rate</i>
8am – 5pm Monday – Friday	1 Hour for each hour worked	Straight Time	\$175.00 / hr
5pm – 8am Monday – Friday & Saturday:	1.5 Hours for each hour worked	Overtime	\$262.50 / hr
Sundays & Rockwell Holidays	2.0 Hours for each hour worked	Premium	\$350.00 / hr

Scheduling

In order to effectively manage the scheduling of Rockwell Automation Field Engineering resources, please inform Rexel Electric of desired support dates. Rexel Electric will coordinate with Rockwell Automation Dispatch to dispatch engineer as needed. Rexel shall provide their utmost effort to respond with Rockwell support staff onsite within 2-4 hours for an emergency request, as determined by the County, and if there is an unusual situation, the limit of duration may be extended if agreed to in advance by the County and such approval will not be unreasonably withheld. For non-emergency services, Rexel will respond within 7 days unless a longer time is agreed to by the County.

Rockwell Automation Additional Terms and Conditions

Standby/Holdover Rate: (also considered waiting or on-call time) applies to non-productive time spent at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. Standby/Holdover time will be charged as applicable for the time of day and day of the service.

Minimum Service Billing: When on-site services are provided, the customer will be responsible for a minimum of four hours labor that will be charged as applicable for the time of day and day of the service.

Maximum On-Site Time: For safety compliance of the Rockwell Automation Field Service representative and the customer, at no time will a Rockwell Automation Field Service representative work more than a maximum of 16 hours (including travel time) during any 24-hour period.

3) Rockwell Spare Parts Pricing Agreement					
Pricing good for a 1-year period from the PO issue date					
Stocked Cat Number	Description	Code	Multiplier	List Price	ArCo Price
			off List		
1606-XLS120E	24VDC , 120W, Switch Mode Power Supply	B9	0.75	\$ 375.56	\$ 281.67
1606-XL120DR	1606 Switched Mode Power Supplies	B9	0.75	\$ 408.00	\$ 306.00
1606-XL240DR	AC/DC DINRAIL MOUNT POWER SUPPLY, 2	B9	0.75	\$ 562.00	\$ 421.50
1606-XL60DR	1606 Switched Mode Power Supplies	B9	0.75	\$ 278.00	\$ 208.50
1606-XLP25A	1606 SWITCHED MODE POWER SUPPLIES	B9	0.75	\$ 171.87	\$ 128.90
1606-XLS80E	AC/DC/DUB MNT PS 80W 24V	B9	0.75	\$ 270.53	\$ 202.90
1747-ASB	SLC 500 REMOTE I/O ADAPTER MODULE	D6	0.75	\$ 1,440.00	\$ 1,080.00
1756-A17	17 SLOT CONTROLLOGIX CHASSIS	D6	0.75	\$ 829.00	\$ 621.75
1756-A7	7 SLOT CONTROLLOGIX CHASSIS	D6	0.75	\$ 479.00	\$ 359.25
1756-CNBR	CONTROLNET BRIDGE MODULE - REDUNDAN	D6	0.75	\$ 1,980.00	\$ 1,485.00
1756-DHRIO	DH+/RIO BRIDGE/SCANNER MODULE	D6	0.75	\$ 1,710.00	\$ 1,282.50
1756-ENBT	CLX ETHERNET/IP 10/100 BRIDGE MODUL	D6	0.75	\$ 1,880.00	\$ 1,410.00
1756-IA16I	79-132 VAC ISOLATED INPUT 16 PTS (D6	0.75	\$ 553.00	\$ 414.75
1756-IF16	ANALOG INPUT - CURRENT/VOLTAGE 16	D6	0.75	\$ 1,480.00	\$ 1,110.00
1756-IF6I	ISOLATED ANALOG INPUT-CURRENT/VOLTA	D6	0.75	\$ 1,970.00	\$ 1,477.50
1756-L63	LOGIX5563 PROCESSOR WITH 8MBYTE MEM	D5	0.75	\$ 11,300.00	\$ 8,475.00
1756-OF6CI	ISOLATED ANALOG OUTPUT - CURRENT 6	D6	0.75	\$ 2,390.00	\$ 1,792.50
1756-OF8	ANALOG OUTPUT - CURRENT/VOLTAGE 8 P	D6	0.75	\$ 1,900.00	\$ 1,425.00
1756-OW16I	N.O. ISOLATED RELAY OUTPUT 16 PTS (D6	0.75	\$ 595.00	\$ 446.25
1756-PA75	85-265V AC POWER SUPPLY (5V @ 13 AM	D6	0.75	\$ 1,070.00	\$ 802.50
1757-BEM	BATTERY EXTENSION MODULE	D5	0.75	\$ 982.00	\$ 736.50
1757-FFLD2	2 H1 / HSE FOUNDATION FIELDBUS LINK	D5	0.75	\$ 3,320.00	\$ 2,490.00
1757-FFLD4	4 H1 / HSE FOUNDATION FIELDBUS LINK	D5	0.75	\$ 5,340.00	\$ 4,005.00
1757-FFLDC2	2 H1/CONTROLNET FOU LNX	D5	0.75	\$ 4,350.00	\$ 3,262.50
1757-FFLDC4	4 H1/CONTROLNET FOU LNX	D5	0.75	\$ 6,580.00	\$ 4,935.00
1757-SRC1	1757 REDUNDANCY MODULE CABLE - 1 ME	D5	0.75	\$ 166.00	\$ 124.50
1757-SRC3	1757 REDUNANCY MODULE CABLE - 3 MET	D5	0.75	\$ 220.00	\$ 165.00
1757-SRM	SYSTEM REDUNDANCY MODULE	D5	0.75	\$ 5,370.00	\$ 4,027.50
1771-AF1	FIBER OPTIC CONVERTER MODULE, STAND	D6	0.75	\$ 2,360.00	\$ 1,770.00
1786-RPA	CONTROLNET MODULAR REPEATER ADAPTER	D6	0.75	\$ 1,120.00	\$ 840.00
1786-RPFM	CONTROLNET FIBER REPEATER - MEDIUM	D6	0.75	\$ 865.00	\$ 648.75
1786-TPR	CONTROLNET T-TAP/RIGHT ANGLE	D6	0.75	\$ 113.00	\$ 84.75
1786-TPS	CONTROLNET T-TAP/STRAIGHT	D6	0.75	\$ 113.00	\$ 84.75
1794-PS13	FLEX PS, 24VDC 1.3A	D6	0.75	\$ 195.00	\$ 146.25
6181F-17TPXPSS**	17" INTEGRATED DISP	D4	0.90	\$ 5,195.00	\$ 4,675.50
1492-IFM40F-FS120-4	40-POINT ISOLATED FUSIBLE DIGITAL I	B5	0.75	\$ 373.00	\$ 279.75
1492-IFM40F-FS120A-4	40-POINT ISOLATED FUSIBLE DIGITAL I	B5	0.75	\$ 373.00	\$ 279.75
1492-AIFM6S-3	FEED-THROUGH ISOLATED 6 CHANNEL ANA	B5	0.75	\$ 119.00	\$ 89.25
1492-AIFM8-3	FEED-THROUGH 8 CHANNEL ANALOG IFM	B5	0.75	\$ 134.00	\$ 100.50
** This part number replaces the 6181F-17TPXPSS. The (H) represented "Installed HMI Software" from the factory.					
Rockwell no longer installs HMI software from the factory so the H was dropped. TECH NOTE # 62868					

Commitment for Services Sales through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of services described in the Statement of Work (the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer for sale of services through distribution supersede these terms.

Indemnity. Rockwell Automation agrees to indemnify the Customer from any suit or proceeding by third parties (which are not Rockwell Automation employees) for damage to third-party tangible property and for bodily injury to the percentage extent directly caused by Rockwell Automation's negligence in the performance of the Statement of Work. This indemnity is contingent upon Customer giving Rockwell Automation prompt notice of any such suit or proceeding and all necessary information and assistance so that Rockwell Automation may defend or settle such claim and provided Customer does not take any adverse position in connection with such claim. If any such damage or injury is caused by the joint or concurrent negligence of Rockwell Automation and Customer, or any agent, subcontractor, or supplier to Customer, each party shall pay for its own defense, and the liability of each party shall be borne in proportion to the party's negligence.

Warranty. Rockwell Automation warrants that the Work will be performed in a workmanlike manner conforming to standard industry practice. Rockwell Automation must receive written notification of non-conforming Work within 30 days after the Work are provided. Rockwell Automation disclaims all warranties and liabilities with respect to non-conformances or other damages arising out of incompleteness, inaccuracies, or omissions in information made available by Customer to Rockwell Automation, including, but not limited to, technical specifications, design criteria, drawings, source code, application code, communication interfaces, protocols, and other information and documentation. If the Work is confirmed to be non-conforming, Rockwell Automation will, at its option, re-perform the non-conforming Work or provide a refund or credit processed through Distributor in the amount paid for the non-conforming Work. THESE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING FROM WARRANTED NON-CONFORMING SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, OR INFRINGEMENT, WHETHER EXTENDING FROM ROCKWELL AUTOMATION OR DISTRIBUTOR. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE SERVICES. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL

APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software. To the extent Rockwell Automation provides or incorporates any software code that is not licensed under separate terms, Rockwell Automation grants Customer the nonexclusive, royalty free, non-transferable right and license to use the software code as set forth in the Work.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, except to the extent agreed in writing by Rockwell Automation.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Safety, Health & Accident Prevention. Rockwell Automation shall adhere to all local, state (including PA DEP), OSHA, EPA & DOT regulations.

Rockwell Automation shall adhere to all Customer General Contractor Safety Rules, from time to time furnished to Rockwell Automation, as well as "site-specific" safety requirements. Rockwell Automation shall supply Customer with copies of its health/safety manual, drug and alcohol policies, and OSHA logs.

Customer officials are not responsible for Rockwell Automation's compliance with any applicable safety requirements, but are empowered to stop any activities of Rockwell Automation that are considered non-compliant or dangerous.

Drug-free Workplace. Rockwell Automation understands that Customer maintains a drug free workplace as required by law. Rockwell Automation agrees that any failure to comply with standards, policies, and procedures for maintaining a drug-free workplace is a material breach of this Statement of Work and constitutes grounds for immediate termination of this Statement of Work by Customer.

Rockwell Automation is to provide Customer with verification that their employees are properly qualified to perform specialized services under this Statement of Work.

Rockwell Automation is required to obtain authorization/permits from Customer before performance of hot-work, confined space entry, excavation, trenching, crane operations, utility tie-ins or process line breaks.

Rockwell Automation shall ensure that all of its subcontractors, employees or other personnel designated by Rockwell Automation to provide any portions of the services hereunder are medically and physically fit to perform job tasks and that performance of job tasks will not exacerbate any existing physical or mental health problems or subject them or any other persons to inordinate or undue health or safety risks.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

AGREEMENT NO. 325-10
EXHIBIT B

REXEL AUTOMATION SUPPORT CONTRACT PROPOSAL, April 21, 2011

AGREEMENT NO. 325-10

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

Branch Group, Inc., dba Rexel (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 325-10. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 325-10. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to \$1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 325-10.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County's physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County's

physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor's security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 325-10, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor's Work on Contract No. 325-10 and shall survive termination of Contract No. 325-10.

Signed:

Richard W. Cornwell

Date:

05/03/2011

Attest:

Date:

AGREEMENT NO.325-10

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided confidential information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction, or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with my employer for testing, support, conversion, or for support services.

I agree that I will maintain the security of the information and I will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of my participation on the Arlington County Contract No. 325-10. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I also agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with my officially assigned duties related to the maintenance and support of the XXXX (name of system). I am aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to \$1,000.00.)

I also agree that I will not divulge or facilitate the divulgence to or access by any unauthorized person for any purpose of any non-Rexel or non-Rockwell confidential or proprietary information obtained directly, or indirectly, as a result of my work on the Arlington County Contract 325-10. I also agree to view, retrieve, or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies.

I also agree that I will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and protected from retrieval or access by non-authorized persons, and that any device or media on which data is stored, even

temporarily, will have strict security and access control, and that I will not cause any such information to leave my employer's work site or the County's physical facility, if working onsite. I also agree that I will not remove any information from my employer's worksite or the County's physical facility without express written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored.

I will ensure that any Rexel or Rockwell laptop, other equipment or media connected to the County network shall be free of all of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved device. Downloading onto a personally owned device is prohibited.

I also agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, my employer's security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and I will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Upon completion or termination of my work on the Arlington County Contract No. 325-10, I agree to return all non-Rexel or non-Rockwell information to the County Project Officer.

I understand that this Agreement remains in full force and effect throughout my work on Contract No. 325-10 and shall survive my reassignment Contract 325-10, termination of Contract No. 325-10, or my departure from my current employer.

Signed: _____

Richard W. Cornwell

Date: _____

05/03/2011

Attest: _____

Date: _____