NOTICE OF AWARD OF CONTRACT

TO:

WIRELESS COMMUNICATIONS, INC.
4066 S. FOUR MILE RUN DRIVE
ARLINGTON, VA 22206

DATE ISSUED: OCTOBER 23, 2012
CURRENT CONTRACT NO: 518-13

CONTRACT TITLE:
RADIO MAINTENANCE

PRIOR CONTRACT NO: 288-10

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective NOVEMBER 1, 2012 and expires on OCTOBER 31, 2017.

This is a FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 518-13, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO EXHIBIT B "PRICING SCHEDULE"
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
AGREEMENT 518-13

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

VENDOR CONTACT: ROSE KILEY
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL: RKILEY@WIRELESSINC.COM

TELEPHONE NO.: 703-919-4985

COUNTY CONTACT: JEFF BERGIN
EMAIL: JBERGIN@ARLINGTONVA.US

TELEPHONE NO.: 703-228-7939

CONTRACT AUTHORIZATION

Ivette González
Procurement Officer

DATE: 10/23/12

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 518-13

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the
date of execution by the County, between Wireless Communications, Inc.,
4066 South Four Mile Run Drive, Arlington, VA, 22206 ("Contractor"), a
Maryland 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 (Pricing Schedule) ("Contract Documents").

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

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (hereinafter "the Work"). The primary purpose of the Work is
to provide parts and accessories, preventive maintenance and repair
services for the Motorola 800 MHZ radio communications subscriber and
ancillary equipment to maintain a fully operational radio communication
system. 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
The Work shall commence on NOVEMBER 1, 2012, and the Contractor agrees
to provide all services necessary to complete the Work until OCTOBER
31, 2017 ("Contract Term"), subject to any modifications as provided
for in the Contract Documents.
4. **CONTRACT AMOUNT**
The County will pay the Contractor according to the Pricing Schedule shown in Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work at the prices specified in this section unless such prices are modified as provided in this Agreement. The contract prices include all of Contractor's costs and fees (profit).

5. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. **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 that the Contractor's services have 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 therefore and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.
8. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract 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 by the parties in writing.

9. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

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

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

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

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

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

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

12. 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, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

14. 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.

15. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

16. **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.

17. **WARRANTY**

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Warranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

18. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE**

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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

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

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

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

19. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.
After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

20. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. **INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

22. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor 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, the 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 his or her 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 his or her 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 pursuant to 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 Contract.

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

23. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products,
operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

24. 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 State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

25. 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.

26. 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, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

27. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.
28. **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold 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.

29. **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.

30. **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a 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 these 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.
31. **Audit**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

32. **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.

33. **Amendments**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. **Arlington County Purchasing Resolution and County Policies**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

35. **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. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, 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.
36. **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.

37. **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.

38. **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.

39. **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.

40. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

41. **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.

42. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

43. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.
44. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR:

Rosemary Kiley
Wireless Communications, Inc.
4066 South Four Mile Run drive
Arlington, VA 22206

TO THE COUNTY:

Jeff Bergin, Project Officer
Arlington County, Virginia
1400 North Ohle Street, suite 300
Arlington, VA 22201

AND

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

46. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

47. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:
a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.**

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

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

d. **Garage Liability: $1,000,000 Bodily injury, Property Damage per occurrence**

e. **Garagekeepers liability: $500,000 comprehensive, $500,000 collision**

f. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.**

g. **Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." 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 with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.**

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

j. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

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

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

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

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 10/23/12

WIRELESS COMMUNICATIONS, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Robert D. Powell - VP General Manager
DATE: October 18, 2012
AGREEMENT NO. 518-13

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide to the County, parts and accessories, preventive maintenance and repair services of the Motorola 800 MHz radio communications subscriber and ancillary equipment to maintain a fully operational radio communication system.

The Contractor shall possess the necessary staff, equipment and tools required to provide the services listed above.

Services will be mainly provided to the following Arlington County departments: Office of Emergency Management (OEM); Police Department; Fire Department; Sheriff’s Office; Department of Environmental Services (DES); Department of Parks and Recreation (DPR); Community Planning Housing and Development (CPHD), Water Pollution Control Plant (WPCP) and Human Resources-Risk Management. This contract is available to all Arlington County Departments, not only those listed above.

I. GENERAL

Repairs shall be performed by Motorola factory-certified technicians. The Contractor shall service equipment covered by this contract in accordance with the instructions included in the manufacturer service manual.

When routine procedures for repair or maintenance of the equipment are issued by the manufacturer, the Contractor shall follow such procedures.

II. PARTS

Repairs and maintenance shall be done by using original manufacturer parts or parts of equal quality.

For repairs involving intrinsically safe equipment, the Contractor shall use only original manufacturer parts to complete the repair. This applies to all radio equipment used by the Arlington County Water Pollution Control Plant.

III. FACILITY

The Contractor’s facility shall be located within Arlington County’s borders and shall remain in compliance with all Federal, State and Local government regulations and permits for a service shop. The Contractor shall be in compliance with standards and best practices of OSHA, EPA, State and Local Environmental Agencies.

The Contractor shall service subscriber equipment at Contractor’s Service Facility, located at 4066 South Four Mile Run Drive, in Arlington, VA. The Contractor shall service the mobile and portable equipment five (5) days a week (Monday through Friday), from 8:00 am to 4:30 pm, excluding County observed Holidays.

IV. VEHICLE RESPONSIBILITY

The Contractor shall assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the County under this contract.
V. STANDARDS
Repairs shall be performed in accordance with most current published Federal Communications Commission (FCC) and Occupational Safety and Health Administration (OSHA) standards.

VI. EQUIPMENT COVERED
The Contractor shall provide goods and services listed in this Exhibit to the equipment currently used by the County, which includes:

- Portable Radios:
  - Motorola APX™ 7000
  - Motorola XTS® 5000
  - Motorola XTS® 2500
  - Motorola XTS® 1500

- Mobile Radios:
  - Motorola XTL™ 5000 (includes motorcycle radios)
  - Motorola XTL™ 2500

This list is not intended to be exhaustive and is subject to modification during the contract term.

VII. SERVICES PROVIDED
The Contractor shall provide the following services to the County:

A. Preventive maintenance and repair services for Subscribers (Mobile and Portable radios):

Monthly rate (Section A of Exhibit B) shall include preventive maintenance and repair services as outlined below.

Preventive maintenance shall be performed throughout the contract term and shall include all manufacturer’s recommended testing, cleaning, adjustment or calibration.

Repair of the subscriber equipment shall be all inclusive, which includes, but is not limited to, operational checks and board level repairs. An operational check shall consist of an analysis of the equipment to identify external or internal defects. The Contractor shall test and restore subscriber equipment to the manufacturer’s specifications.

Portable radios whose housing is replaced will be engraved at no cost to the County.

The reprogramming of existing radios, when needed, shall also be provided at no additional cost to the County.

The Contractor shall also provide standard mobile radio installation and removal services for the Police department, the Fire department, the Office of Emergency Management and the Sheriff’s Office vehicles with existing radio equipment.
Installation and removal for non-public safety equipment is not included in the monthly rate and shall be charged to the requesting department as per unit prices shown in section D of Exhibit B.

Custom installations (e.g. large fire vehicles, command buses/trucks, etc.) must be quoted and billed as detailed in the "additional services" paragraph in Exhibit B.

B. **Parts and Accessories repair and replacement services (for mobile & portable radios)**

Repair of the subscriber and ancillary equipment shall include service and/or replacement of subscriber remote speaker microphones, portable and mobile radio antennae, single unit and multi-unit chargers.

Power supplies, mobile external speakers, control heads and mobile microphone will be repaired or replaced at no additional charge to the County.

The monthly rate (Section B of Exhibit B) is based on the known quantity of parts and accessories. A per unit, per month fee is applied to cover this equipment in the event of failure. The parts and accessories will be either repaired or replaced, depending on the nature of the failure. It is an all inclusive rate, and includes an unlimited number of replacement parts and hours of labor.

C. **Mobile Data Terminals services**

Monthly rate (Section C of Exhibit B) for Mobile Data Terminals shall include unlimited visits per vehicle, Monday through Friday, 8:00 a.m. to 4:30 p.m. - excluding Holidays - and include the following services:

- in-shop removal and installation of existing mobile data terminal equipment.
- antenna replacements parts and labor for existing units.

The County will provide spare units for the modems, docking stations, Charge guards, Voltage Armors, or VS-10’s for the County Fire Department.

The County will return defective components to the Contractor. The Contractor shall be responsible for the disposal of defective components.

The Contractor is not responsible for support of the Mobile Data Computer and Wide Local Area Network access points or any applications required.
AGREEMENT NO. 518-13  
EXHIBIT B  

PRICING SCHEDULE

Based on the quantities listed below, the County will pay the Contractor a "per unit, per month" fee, for all the work described and required above, and completed to the satisfaction of the County Project Officer. The monthly charges shall be as follows:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit price (per unit per month)</th>
<th>Total price per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Preventive maintenance and repair services for Subscribers (Mobile and Portable radios)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>700</td>
<td>800 MHz Mobiles</td>
<td>$5.25</td>
<td>$3,675.00</td>
</tr>
<tr>
<td>1252</td>
<td>800MHz Portables</td>
<td>$5.00</td>
<td>$6,260.00</td>
</tr>
<tr>
<td></td>
<td>Total 800MHz Mobiles and portables</td>
<td></td>
<td>$9,935.00</td>
</tr>
<tr>
<td>B. Parts and Accessories repair and replacement services (for Mobile &amp; Portable radios)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>Remote Speaker Microphones</td>
<td>$2.65</td>
<td>$2,650</td>
</tr>
<tr>
<td>350</td>
<td>Single Unit Chargers</td>
<td>$3.00</td>
<td>$1,050</td>
</tr>
<tr>
<td>135</td>
<td>Multi Unit Chargers</td>
<td>$18</td>
<td>$2,430</td>
</tr>
<tr>
<td>700</td>
<td>Antenna for Mobile Vehicles, Low Profile 3DB Gain</td>
<td>$1.75</td>
<td>$1,225</td>
</tr>
<tr>
<td>1252</td>
<td>800 MHz Portable Antenna</td>
<td>$1.50</td>
<td>$1,878</td>
</tr>
<tr>
<td></td>
<td>Total Parts &amp; Accessories</td>
<td></td>
<td>$9,233.00</td>
</tr>
<tr>
<td>C. Mobile Data Terminals services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>240</td>
<td>Mobile Data Terminals</td>
<td>$6.65</td>
<td>$1,596</td>
</tr>
<tr>
<td></td>
<td>Total Mobile Data Terminals</td>
<td></td>
<td>$1,596</td>
</tr>
<tr>
<td></td>
<td>MONTHLY GRAND TOTAL</td>
<td></td>
<td>$20,764.00</td>
</tr>
<tr>
<td></td>
<td>ANNUAL TOTAL</td>
<td></td>
<td>$249,168.00</td>
</tr>
</tbody>
</table>
Quantities above reflect the current equipment inventory of the County. Should additional equipment be purchased by the County, the new equipment, once out of warranty, shall be serviced at the same unit prices as set forth in this Exhibit.

D. **Removal and Installation costs of mobile equipment not covered:**

<table>
<thead>
<tr>
<th>Description</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard front mount removal</td>
<td>$49.50</td>
</tr>
<tr>
<td>In-shop install</td>
<td>$137.50*</td>
</tr>
<tr>
<td>In-field install</td>
<td>$206.25*</td>
</tr>
<tr>
<td>Rear mount removal</td>
<td>$55.00</td>
</tr>
<tr>
<td>In-shop install</td>
<td>$181.50*</td>
</tr>
<tr>
<td>In-field install</td>
<td>$272.25*</td>
</tr>
</tbody>
</table>

* Installation costs above include labor cost and parts.

E. **ADDITIONAL SERVICES**

Services not covered by the above Scope of Work will be done on a time and material basis as follows:

- Hourly rate: $138.00. Hourly rate shall be the same whatever the number of technicians working on the project.

- Parts: 15% off of Motorola published list price in effect at the time of the order.

For additional services, the Contractor shall provide a written estimate to the County Project Officer, except in case of emergency, and get the County Project Officer approval before commencing work.