NOTICE OF AWARD OF CONTRACT

TO: Pritchett Controls, Inc.
6980 Muirkirk Meadows Drive
Beltsville MD, 20705

DATE ISSUED: 20 January, 2015
CURRENT CONTRACT NO: 774-14

CONTRACT TITLE: BUILDING CONTROLS MAINTENANCE
PRIOR CONTRACT NO: 161-11

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on July 3, 2014. The contract term covered by this Notice of Award is effective immediately and expires on December 31, 2015.

The contract documents consist of the terms and conditions of Agreement No. 774-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT 774-14 (ATTACHED)
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
1) ARLINGTON COUNTY AGREEMENT 774-14

EMPLOYEES NOT TO BENEFIT:

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

SOLE SOURCE AWARD STATEMENT:
IT WAS DETERMINED BY THE COUNTY THAT THE VENDOR IDENTIFIED ABOVE WAS THE ONLY SOURCE PRACTICABLY AVAILABLE TO PROVIDE THE GOODS AND/OR SERVICES DESCRIBED HEREIN.

VENDOR CONTACT: Peter Haber
TEL NO.: 240-459-1001
EMAIL: P.Haber@pritchettcontrols.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: Viswanadhan Vallavi
TEL NO.: 703-228-0755
EMAIL: Vvallavi@arlingtonva.us

CONTRACT AUTHORIZATION

Richard D. Warren, Jr. CPPB
Purchasing Agent

DISTRIBUTION
VENDOR: 1
BID FOLDER: 1
AGREEMENT NO.774-14

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between Pritchett Controls, Inc., 12240 Indian Creek Court, Suite 120, Beltsville, Maryland, 20705 ("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 (Performance Advantage Plan) and Exhibit B (Nondisclosure and Data Security Agreement) (hereinafter collectively "Contract Documents").

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "Work"). The primary purpose of the Work is to provide to the County with Building Automation System ("BAS") service. 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 January 1, 2015, and be completed no later than December 31, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph below and Exhibit A, 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 amount specified in Exhibit B ("Contract Pricing") unless such amount is modified as provided in this Agreement.

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. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit B) on which no work has been done. 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
delivered or performed 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 therefor 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 A
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 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.

11. 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, 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 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 fewer items or services, or none at all, are required or requested by the County after award of the Contract. 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, the Contractor does so at its own risk and expense.
14. **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 pursuant to this section, 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.

15. **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 to him or her.

16. **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.

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

18. **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 any site for the performance of the Contractor's work in connection with the Contract. Drugs shall not be permitted at any such site.

19. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

20. WARRANTY
All material 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 all manufacturers' warranties available to the Project Officer at the time of delivery. All work is 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 of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

21. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract's term and during any
warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all 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 subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.
In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County'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.

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

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask 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.

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

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

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

27. 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.
28. **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.

29. **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.

30. **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.

31. **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.

32. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Contract Term and any Subsequent Contract Term(s) of this Contract. Any contract entered into by a contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

33. **RELATION TO COUNTY**
The Contractor will be legally considered 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.
34. **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.

35. **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.

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

37. **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.

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

39. **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.

40. **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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, 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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; and DATA SECURITY.

48. **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.

49. **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:
Mr. Peter Haber
Pritchett Controls, Inc.
6980 Muirkirk Meadows Drive
Beltsville MD, 20705

TO THE COUNTY:
Viswanadhan Yallayi, Project Officer
Arlington County, Virginia
1400 N. Uhle Street, Suite 601
Arlington, VA 22201

AND

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

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

51. 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, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverages 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. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.
e. 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.

f. 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.

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 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.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

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:  

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 1/20/15

PRITCHETT CONTROLS, INC.
TAXPAYER ID: 52-1532875
VA SCC ID: F1002254

AUTHORIZED SIGNATURE:  

NAME AND TITLE: Nathan Pritchett VP
DATE: 1/4/15
ARLINGTON COUNTY AGREEMENT 744-14
EXHIBIT A
SCOPE OF WORK

Pritchett Controls will provide below described Building Controls Performance Advantage Plan to listed Arlington County facilities.

VISITATION SCHEDULE:
☐ Weekly  ☑ Monthly  ☐ Quarterly  ☐ Semi-Annual  ☐ Annual

SERVICE DOCUMENTATION:
PCI utilizes electronic MS Excel files to document each service visit. These files include:

- A checkout sheet for all PM activities. Checkout sheets are provided for each controller and include the technician’s observations and corrections. *(Checkout sheets are not typically provided for Maintenance Assist (MA) agreements)*
- An electronic service ticket. The service ticket provides a description of the work performed on that visit, identifies future corrective actions required, includes recommendations for the client, and includes the time allocated to that visit. The customer is required to sign the ticket at the end of each service visit.

PCI will email a copy of the completed checkout sheets and the service ticket to the ARLINGTON COUNTY within a reasonable amount of time after the technician’s visit.

TROUBLE LOG:

The ARLINGTON COUNTY will keep an on-going trouble log of questions, problems, and optimization ideas. If possible, the log will be reviewed with the ARLINGTON COUNTY on each scheduled site visit, following the completion of scheduled maintenance tasks.

MAINTENANCE TASKS:

<table>
<thead>
<tr>
<th>Building Controller Database Protection</th>
<th>Frequency</th>
</tr>
</thead>
</table>
| PCI will make a dated current backup of the Building and Direct Digital Controllers database(s) on magnetic media including the customer’s on-site computer hard disk, on-site floppy disk, and PCI off-site archive floppy disk. In the event of a system workstation failure, Pritchett Controls will reload the following databases into the system:  
  - Application Programming for Building and Direct Digital Controllers  
  - Temperature set points, scheduling and other pertinent parameters  
  - Operator workstation graphics (Main File Server, LAN workstations and remote/laptop terminals) | Quarterly |

Archiving of Documentation

☐ The As built and DDC Application Engineering drawings associated with your Direct Digital Control system will be archived at our site. These documents will provide the necessary resource materials in the event of any system or staff changes or catastrophic failure.

Operator Workstation

☑ Pritchett Controls will inspect and clean all hardware including the Keyboard, monitor, mouse and printer.
☐ Pritchett Controls will verify all network and wiring connections for system performance.
☐ Pritchett Controls will verify operation of any uninterruptible power supplies serving Operator Workstations.
### Building Controllers
- Pritchett Controls will perform database diagnostic tests, analyze the results, and review and report system software problems for, points in communication, failure points in manual operation, communication failure, and unacknowledged alarms.
- Pritchett Controls will review and report communication network diagnostic abnormalities.
- Pritchett Controls will check and report on controller power supplies.
- Pritchett Controls will check and replace, if needed, the controller RAM backup battery.
- Pritchett Controls will tighten all terminations, and visually check board components and diagnostic LED's.
- Pritchett Controls will document all findings electronically.

### Temperature Controls Panel
- Pritchett Controls will tighten all terminations and visually check terminations, board components and diagnostic LED's.
- Pritchett Controls will annually check and report on panel AC & DC power supplies and spare panel fuses.
- Pritchett Controls will annually check and report on controller power supplies.
- Pritchett Controls will document all findings electronically.

### DDC System Input/Output Point Verification
- Pritchett Controls will annually perform a point-to-point check and report on each field device.
- Pritchett Controls will annually calibrate each Analog Input.
- Pritchett Controls will annually confirm operation for each Analog Output.
- Pritchett Controls will annually confirm operation for each Digital Input.
- Pritchett Controls will annually confirm operation for each Digital Output.

### Terminal Unit Verification
- Pritchett Controls will perform a visual abnormalities check from the central workstation and report on terminal unit problems for the following equipment:
  - VAV Box Terminal Units
  - Fan Coil Terminal Units
  - Heat Pump Terminal Units

### DDC System Control Loop Tuning
- Pritchett Controls will perform seasonal loop tuning to optimize the system control for heating and cooling seasons.

### HVAC Systems Sequence Verification
- Pritchett Controls will perform a system sequence verification through a sample of point checks, point commanding techniques, selective disabling, system-wide function test and examination and analysis of standard report logs by a trained system specialists or field engineer.
- Pritchett Controls will review the current sequence of operation.
- Pritchett Controls will review and report on actual software logic.
- Pritchett Controls will simulate energy management strategies and report on system response.

### Maintenance Assistance
- **48** Pritchett Controls will provide on-site and/or remote support for the total number of hours indicated. These hours can be used at the customer's discretion.

### UNC Batteries
- Pritchett Controls will replace the battery in each UNC controller each year.
VISITATION SCHEDULE:

☐ Weekly  ☐ Monthly  ☐ Quarterly  ☐ Semi-Annual  ☐ Annual

SERVICE DOCUMENTATION:

PCI utilizes electronic MS Excel files to document each service visit. These files include:

- A checkout sheet for all PM activities. Checkout sheets are provided for each major piece of equipment and include the mechanic’s observations and corrections.
- An electronic service ticket. The service ticket provides a description of the work performed on that visit, identifies future corrective actions required, includes recommendations for the client, and includes the time allocated to that visit. The customer is required to sign the ticket at the end of each service visit.

PCI will email a copy of the completed checkout sheets and the service ticket to the ARLINGTON COUNTY within a reasonable amount of time after the mechanic’s visit.

EQUIPMENT COVERED IS LISTED IN ATTACHMENT F – SCHEDULE OF SERVICED EQUIPMENT

PREVENTIVE MAINTENANCE INSPECTIONS:

Pritchett Controls will perform scheduled preventive maintenance inspections during normal working hours at intervals determined by manufacturers’ recommendations, usage, location, run-time intervals and/or our experience. Scheduled Preventative Maintenance inspections for the covered equipment, as listed in Attachment F – Schedule of Serviced Equipment, will provide those services required to keep your equipment operating at a high level of efficiency and dependability. It may include the following:

- Check and verify performance of all covered equipment and components in accordance with manufacturer’s specifications, original design criteria, and proper maintenance practice.
- Examine, lubricate, adjust, and calibrate all covered equipment and components including, but not limited to: belts, bearings, blow down valves, boiler operating and safety equipment, burner flame safeguard equipment, capacity and safety devices, check valves, condensate pumps, coils, control transformers, control wiring, dampers, duct heaters, electrodes, environmental controls, fans, float valves, flow-timers, gas burners, gas burner controls, gas pressure regulators, gear reducers, hand valves, humidifiers, ignition transformers, motors, motor starters, oil burners, oil burner controls, oil nozzles, oil filters, oil pumps, pressure controls, pumps, refrigeration controls, refrigeration compressors, refrigeration condensing units, refrigerant filler dryers, refrigerant piping, relays, solenoid valves, strainers, steam traps, and thermal expansion valves.

Preventative Maintenance is limited to systems with qualified water treatment and air filtering services provided or approved by Pritchett Controls.
SUPPORT CALL PROCEDURES

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Phone #</th>
<th>Contact</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Hours 7 AM – 4 PM, Mon. – Fri.</td>
<td>301-470-7300</td>
<td>Service Coordinator</td>
<td>30 min.</td>
</tr>
<tr>
<td>After Hours or Holidays</td>
<td>301-470-7355</td>
<td>Answering Service (forwarded to on-call technician)</td>
<td>30 min.</td>
</tr>
</tbody>
</table>

REMOTE SUPPORT FOR CONTROL SYSTEMS

I. Remote Diagnostics

Pritchett Controls will provide diagnostics and troubleshooting via remote communications in response to the service request. Pritchett Controls shall be permitted, after advising the ARLINGTON COUNTY, to remotely control and/or operate equipment as necessary to perform the needed corrective service.

II. Call Documentation:

Pritchett Controls will document each phone support service call and furnish ARLINGTON COUNTY a copy showing the date and brief description of activity.

REMOTE SUPPORT RESPONSE:

To minimize downtime, Pritchett Controls will provide remote support within the timeframe selected below:

<table>
<thead>
<tr>
<th>Response Type</th>
<th>Hours</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Standard</td>
<td>Mon – Fri, 8 AM – 5 PM (excluding holidays)</td>
<td>30 min.</td>
</tr>
<tr>
<td>☒ 24/7</td>
<td>Mon – Sun, 24 hrs per day (including holidays)</td>
<td>2 hrs.</td>
</tr>
</tbody>
</table>

If remote diagnosis determines a site visit is required to complete troubleshooting procedures, Pritchett Controls will be on-site within the response timeframe selected under the On-Site Support Section of this Agreement.

REMOTE SUPPORT LABOR CHARGES:

All standard labor costs required by remote support up to 16 hours are included in this Agreement. These hours are chargeable in half hour increments. Additional and Priority support will be billed at the preferred customer rates as indicated in Attachment C.

REMOTE SUPPORT EQUIPMENT:

ARLINGTON COUNTY shall provide a 56k Baud Hayes compatible modem, internet connection, or Virtual Private Network (VPN) access, at a mutually agreed upon location, to enable the local Pritchett Controls office to remotely log-on to the ARLINGTON COUNTY's system. The connection shall remain available at all times.

ARLINGTON COUNTY shall bear all costs associated with the dedicated phone line or internet/intranet connection.
# PROFESSIONAL ENGINEERING SUPPORT/ COMMISSIONING

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Professional Engineering Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Pritchett Controls will provide the services of a Professional Engineer, for the number of hours indicated, to evaluate HVAC and energy management systems for renovation needs.</td>
</tr>
</tbody>
</table>

## TRAINING

Pritchett Controls will provide training services for the hours identified below:

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Training Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>On-site Customer Training</td>
</tr>
<tr>
<td>0</td>
<td>Classroom training at PCI Training Center</td>
</tr>
</tbody>
</table>

## DOCUMENT MAINTENANCE & REVISIONS

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Document Maintenance and Revisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Pritchett Controls will update both ARLINGTON COUNTY and PCI copies of as built and DDC Application Engineering drawings, for the number of hours indicated, to reflect changes to your Direct Digital Control System.</td>
</tr>
</tbody>
</table>
ARLINGTON COUNTY AGREEMENT 744-14
EXHIBIT B
CONTRACT PRICING

SCHEDULED ON-SITE SUPPORT

For the scheduled support under this agreement, ARLINGTON COUNTY agrees to pay to Pritchett Controls fixed annual amount of $52,584.00 payable in 12 equal increments of $4,382.00 monthly as invoiced. This agreement includes replacing UNC batteries each year.

UNSCHEDULED ON-SITE SUPPORT

The service manager will dispatch unscheduled on-site support. Each work order will list the service date, contact individual, equipment identification, equipment location, work to be performed and any special instructions.

Pritchett Controls will provide, at no charge, on-site Standard or 24/7 response, up to the number of hours indicated below, between scheduled maintenance visits. Unscheduled support visits in excess of the indicated hours will be billable at the preferred customer rate for that time period.

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Response Type</th>
<th>Hours</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Standard</td>
<td>Mon – Fri, 7:30 AM – 4 PM (excluding holidays)</td>
<td>2 hrs.</td>
</tr>
<tr>
<td>0</td>
<td>24/7</td>
<td>Mon – Sun, 24 hrs per day (including holidays)</td>
<td>4 hrs.</td>
</tr>
</tbody>
</table>

LABOR RATES (Hourly)

<table>
<thead>
<tr>
<th></th>
<th>Standard Hours (as above)</th>
<th>Overtime Hours (as above)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List</td>
<td>Preferred</td>
</tr>
<tr>
<td>Technician</td>
<td>$184.00</td>
<td>$124.00</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$145.00</td>
<td>$119.00</td>
</tr>
</tbody>
</table>
Component Replacement

- Pritchett Controls will repair or replace, per manufacturer RA policy, any worn, doubtful or failed components and parts with new or reconditioned components of compatible design as requested by the Arlington County to maintain the system in good operating condition. The costs of this work will be billed per Pritchett Controls labor rates and materials pricing as indicated herein.

- Pritchett Controls will repair or replace any worn, doubtful or failed component or part with new or reconditioned components of compatible design as required to maintain the system in good working order. The cost of this work is included in this Support Agreement. All exchanged parts become the property of Pritchett Controls. Reference Attachment F for a list of serviced components.

Materials Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDC Controls &amp; Software</td>
<td>List Price Less 25%</td>
</tr>
<tr>
<td>TAC/ Invensys non-DDC Components</td>
<td>List Price Less 50%</td>
</tr>
<tr>
<td>Purchased Materials</td>
<td>Cost Plus 35%</td>
</tr>
</tbody>
</table>

Software Revisions

- Revisions to ARLINGTON COUNTY's existing software will be furnished at no charge. PCI has the right to determine if the revision provides reasonable benefit to the ARLINGTON COUNTY prior to installation. Upgrades are specific to revisions of current software only; next generation software is not subject to this provision.

Firmware Revisions

- Revisions to ARLINGTON COUNTY's existing controller firmware will be furnished at no charge. PCI has the right to determine if the revision provides reasonable benefit to the ARLINGTON COUNTY prior to installation.
<table>
<thead>
<tr>
<th>System/Description</th>
<th>Qty.</th>
<th>Size (HP/Tons/BTU)</th>
<th>Manufacturer</th>
<th>Model No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walter Reed RTUs</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter Reed EFs</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter Reed HW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter Reed CHW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter Reed Misc.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GMU ACAP FCUs</td>
<td>45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GMU ACAP AHUs</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GMU CHW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GMU HW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lubber Run AHUs</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lubber Run Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSW AHUs</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSW HW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSW CHW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurora Hills RTU</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurora Hills CHW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurora Hills HW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurora Hills VAVs</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walter Reed VAVs</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arl Fire #3 CHW, HW Plant</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arl Fire #3 Misc. Points</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Arlington County Service Contract Value Breakdown

Lubber Run: $5,591 (Five Thousand Five Hundred Ninety One Dollars)

George Mason: $7,536 (Seven Thousand Five Hundred Thirty Six Dollars)

1400 N Uhle: $14,824 (Fourteen Thousand Eight Hundred Twenty Four Dollars)

Aurora Hills: $7,536 (Seven Thousand Five Hundred Thirty Six Dollars)

Walter Reed: $13,127 (Thirteen Thousand One Hundred Twenty Seven Dollars)

Arlington Fire Station #3: $3,970 (Three Thousand Nine Hundred Seventy Dollars)

Total: $52,584 (Fifty Two Thousand Five Hundred Eighty Four Dollars)
AGREEMENT NO. 774-14
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

Pritchett Controls, Inc. (the 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 properly 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. 774-14. 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. 774-14. 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. 774-14.

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. 774-14, 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. 774-14 and shall survive termination of Contract No. 774-14.

Signed: [Signature]

Date: 1/6/15