NOTICE OF RENEWAL OF CONTRACT

TO: ASHPAUGH & SCULCO, CPAS, PLC
P.O. BOX 879
WINTER PARK, FL 32790

DATE ISSUED: SEPTEMBER 20, 2012

CONTRACT NO: 219-10

CONTRACT TITLE: DTS - CABLE AUDIT, RIGHT OF WAY

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective NOVEMBER 1, 2012 and expires on OCTOBER 31, 2015.

This is the THIRD year of a FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 219-10 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 210-10, EXHIBIT B.

2) PRICING FIRM FOR THE CONTRACT TERM

ATTACHMENTS:

1) AMENDMENT NOS. 1 AND 2
2) AGREEMENT 219-10
3) REQUEST FOR PROPOSALS 219-10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: GARTH ASHPAUGH

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: ROB BILLINGSLEY

TELEPHONE NO.: 407-645-2020
EMAIL ADDRESS: GASHPAUGH@ASCPAS.COM

TELEPHONE NO.: 703-228-3195
EMAIL ADDRESS: RBILLINGSLEY@ARLINGTONVA.US

CONTRACT AUTHORIZATION

DATE: 9-20-12

Mr. Ashley Barnes, MPA
Procurement Officer

DISTRIBUTION

VENOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 219-10
AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 219-10 dated October 27, 2010, as amended, ("Main Agreement"), and made between Ashpaugh & Sulco, CPAs, PLC, PO Box 879, Winter Park, FL ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

PARAGRAPH NO. 3 CONTRACT TERM SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

3. CONTRACT TERM
Work under this Agreement will commence upon execution by the County upon execution by the County, and will be completed no later than October 31, 2015 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
ASHPAUGH & SCULCO, CPAS, PLC

SIGNED BY: 
PRINT NAME RICHARD D. WARREN, JR. AND TITLE: PURCHASING AGENT  
DATE: 9-20-12

SIGNED BY: 
PRINT NAME CAROL ASHPAUGH, CPA AND TITLE: PRESIDENT & MEMBER  
DATE: 9/14/12
NOTICE OF RENEWAL OF CONTRACT

TO: ASHPAUGH & SCULCO, CPAS, PLC
    P.O. BOX 879
    WINTER PARK, FL 32790

DATE ISSUED: OCTOBER 25, 2011
CONTRACT NO: 219-10
CONTRACT TITLE: DTS - CABLE AUDIT, RIGHT OF WAY

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective NOVEMBER 1, 2011 and expires on OCTOBER 31, 2012.

This is the SECOND year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 219-10 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 210-10, EXHIBIT B.

2) PRICING FIRM FOR THE CONTRACT TERM

ATTACHMENTS:
1) AMENDMENT NO. 1
2) AGREEMENT 219-10
3) REQUEST FOR PROPOSALS 219-10

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

VENDOR CONTACT: GARTH ASHPAUGH
TELEPHONE NO.: 407-645-2020
EMAIL ADDRESS: GASHPAUGH@ASCAPAS.COM

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 59-3108381

COUNTY CONTACT: ROB BILLINGSLEY
TELEPHONE NO.: 703-228-3195
EMAIL ADDRESS: RBILLINGSLEY@ARLINGTONVA.US

CONTRACT AUTHORIZATION
Mr. Ashley Barnes
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 219-10
AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the
Amendment by the County and amends Agreement Number 219-10 dated October 27,
2010 ("Main Agreement"), and made between Ashbaugh & Sulco, CPAs, PLC, PO Box
879, Winter Park, FL ("Contractor") and the County Board of Arlington County,
Virginia ("County").

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

PARAGRAPH NO. 3 CONTRACT TERM SHALL BE AMENDED AS FOLLOWS:

3. CONTRACT TERM
Work under this Agreement will commence upon execution by the County upon
execution by the County, and will be completed no later than October 31, 2012
("Initial Contract Term"), subject to any modifications as provided for in
the Contract Documents. Upon satisfactory performance of the Contractor and
with the concurrence of the Contractor, the County may, through issuance of
an amendment executed by the parties, authorize continued operations of the
Contractor under the same contract prices for not more than three (3)
additional twelve (12) month periods from November 1, 2012 through October
31, 2015. Each period is referred to as "Subsequent Contract Term".

All other terms and conditions of the Main Agreement, as amended (if
applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED
BY: [Signature]

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

DATE: 10/25/11

ASHPAUGH & SCULCO, CPAS, PLC

TAXPAYER ID NUMBER: 59-3608217

SIGNED
BY: [Signature]

PRINT NAME [Signature]
AND TITLE: [Signature]

DATE: 10/19/11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 219-10

THIS AGREEMENT is made, on the date of execution by the County, between Ashpaugh & Sculco, CPAs, PLC, P.O. Box 879, Winter Park, Florida, a Florida Limited Liability Corporation (Contractor) 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 (Price) ("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.

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."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively the "Work"). The primary purpose of the Work is to provide cable related and right of way financial services as required in Exhibit A. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Agreement will commence upon execution by the County upon execution by the County, and will be completed no later than October 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than four (4) additional twelve (12) month periods from November 1, 2011 through October 31, 2015. Each period is referred to as "Subsequent Contract Term".

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph, and according to the hourly rates shown in Exhibit B,
subject to the terms and conditions of the Agreement, unless such amount is modified as provided in this Agreement. The Contract hourly rates 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 Agreement 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 A) on which no Work has been done.

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

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

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

9. **REIMBURSABLE EXPENSES**
No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the
County for employees of firms outside this area, the Contractor shall follow the County's policy for reimbursement of travel-related expenses.

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

Meals: The County will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate not to exceed $41.00 or the individual meal rates not to exceed of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are required.

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

Transportation:

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

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

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

Air Travel
Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.
Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

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

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

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 relating to this Contract; or

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

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

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

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

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

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 order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

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, 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 solely the 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.

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

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 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.

19. FAILURE TO DELIVER

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

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

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

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

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective
date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the 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, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and
attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

23. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

27. **RELATION TO COUNTY**
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be
considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

28. **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.

29. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property rights (including 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 covenants 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 uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the Work.

30. **OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS**
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or
entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

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

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

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

32. **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, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but 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.
33. **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.

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

35. **DISPUTE RESOLUTION**
The Contract is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the 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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
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 sections in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; PATENTS AND ROYALTIES; 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 refers.

44. **NOTICES**
All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**
Garth T. Ashpaugh, CPA
Ashpaugh & Sculco, CPAs, PLC
P.O. Box 879
Winter Park, FL 32790

**TO COUNTY:**
The County Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer));

AND

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

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

46. **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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business
in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/00,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

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. Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Errors and Omissions 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.

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.

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 shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 10/27/10

TAXPAYER ID NUMBER, SSN/EIN: 59-3608217

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: GARTH ASHCROFT, PRESIDENT & MEMBER
DATE: October 8, 2010
AGREEMENT NO. 219-10

EXHIBIT A

SCOPE OF SERVICES

I. Cable Franchise Review Services

The Contractor shall:

A. Review the County’s franchise agreements with the Companies and the Virginia Communications Sales and Use Tax law to gain a full understanding of financial obligations to the County.

B. Identify all sources of gross revenues generated during review periods for which the County is due payments, including those revenues that the Companies did not include in determinations of franchise fees.

C. Verify that accounting methodologies and procedures used by the Companies accurately calculated the gross revenues generated within the County during the review period. Investigate any inconsistencies and recommend measures to avoid future discrepancies.

D. Review terms of agreements referring to PEG and INET payments and review the Companies’ payment statements for PEG and INET funds to determine accuracy and resolve any discrepancies.

E. Submit reports on the gross revenues and PEG payments reported by the Companies during the review periods. The reports shall include any findings of inconsistencies, exceptions or errors, and an evaluation of bad debt expenses and all identified sources of revenue, including but not limited to:

1. Launch fee revenues
2. Advertising revenues
3. Late fees
4. Revenues from affiliates of the Companies relative to operations in the County
5. Home shopping channel revenues
6. Subscriber programming charges, including new services such as high definition TV, digital video recorders (DVR) and Video on Demand (VOD) service
7. PEG grants owed and paid to the County.

F. If applicable, the reports shall also include a recalculation of the franchise fees and determination of any deficiencies plus applicable interest due to the County. The Contractor shall provide full analysis of deficiencies or inconsistencies.

G. Report format shall include Companies’ claimed revenues compared with the contractor’s findings in parallel columns.

H. Based on comments submitted by the County concerning the report, finalize and submit a final report to the County Project Officer.
I. As other Cable Franchise, Rights-of-Way, and INET related financial review needs arise, provide appropriate analyses and reports in formats mutually agreed between the County Project Officer and the Contractor’s Project Manager. (See Section IV. for Project Management Procedures.)

II. Right-of-Way Valuation Services

Upon assignment by the County, the Contractor shall:

A. Provide in-depth economic analysis of the fair market value of County Right-of-Way for the placement of communications facilities. Independently and objectively determine fair market value, applying experience and skill unique to conducting reviews appropriate to a competitive telecommunications market, with written analyses of County Rights-of-Way values.

B. Use methodologies appropriate to the County’s needs on a case by case basis depending on the assignment, including but not limited to:

1. Market value of occupied land or “fee-simple”
2. Cost based
3. Support for free-market bargaining and negotiation
4. Income-based methods

C. Review activities shall also include administrative and professional processes in which existing records of land and rights-of-way acquired for projects is reviewed to identify rights, missing data, errors in records, and acquired interests relative to future needs.

III. Contractor shall have:

A. A minimum of five (5) years of corporate experience in the following:

1. Reviewing cable TV franchise agreements, financial statements, associated supplemental agreements, and any other related documentation in localities similar in size to Arlington County having agreements with companies similar to the current Arlington providers with similar franchise fees and PEG grant arrangements (Agreements between the County and cable TV providers are available on the Arlington County website at http://www. Arlingtonva.us/Departments/TechnologyServices/CableTVAdmi n/page19543.aspx).


B. Employees (Principal Investigation Staff, CPA’s, etc.) with a minimum of five (5) years of experience and knowledge in:

1. Franchise fees analysis and evaluation
2. PEG analysis
3. INET analysis
4. Revenue analysis
5. Franchise agreement negotiations
6. Rights-of-Way valuations, including fiber optic, metal wire, and wireless

IV. Project Management Procedures

A. When the need for Services as required in the Scope of Services arises, the County Project Officer shall provide a written statement describing the task or project to the Contractor Project Manager.

B. The County Project Officer and the Contractor Project Manager shall mutually agree on a description of the resources, approaches, and reporting requirements to accomplish the Work successfully.

C. Within ten (10) business days of the request from the County Project Officer, the Contractor shall respond with a written proposal for accomplishing the Work. At the same time, the Contractor Project Manager shall also provide a written estimate of time and material costs of the task or project for budgetary purposes to the County Project Officer who will respond with a written Notice to Proceed to the Contractor to initiate the task or project.

D. Arrangement for sub-contactors and the overall performance of the Work shall be managed and coordinated by the Contractor.

E. If approved by the County for employees of firms outside this area, the Contractor shall follow the County’s policy for reimbursement of travel-related expenses. No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. For necessary travel (accommodations, air fare, car rental, meals, and other incidental charges, at) from the Contractor’s premises to the County, or the offices of a Cable TV provider whose financial information is being analyzed, or other fair and reasonable out-of-pocket direct expenses, such as long distance telephone charges, and overnight delivery charges (but not computer costs and normal copying costs), incurred by the Contractor and approved in advance by the Project Officer, the Contractor will be reimbursed by the County upon presentation of documentation of actual and reasonable costs and approval of the Project Officer.
AGREEMENT NO. 219-10

EXHIBIT B

COMPENSATION

1. The County will pay the Contractor for services under the terms of this Agreement that are completed and accepted by the County at the following hourly rates:

CABLE TELEVISION FRANCHISE FEE REVIEW SERVICES

<table>
<thead>
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<th>Position</th>
<th>Hourly Billing Rates</th>
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<td>$40.00</td>
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1 Any sub-consultants working on this project as approved by Arlington County would be billed as appropriate in the following categories.
## ASHPAUGH & SCULCO, CPAS, PLC
### STANDARD BILLING RATES
**Effective January 1, 2010**

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1. Any sub-consultants working on this project as approved by Arlington County would be billed as appropriate in the following categories.
2. Travel Costs and Other Expenses

The Contractor may charge for any travel time required during the normal business day to the County at the normal hourly billing rates as listed in this Exhibit. For all travel expenses, Contractor shall adhere to the guidelines of the Arlington County Reimbursable Travel Expense Policy, effective at the time of travel.
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

### BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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Vendor Name: Ashleigh & Sculco, CLP, PLC
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSALS NO. 219-10

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 6TH DAY OF JULY, 2010 FOR:

FINANCIAL AUDITS AND RIGHTS-OF-WAY VALUATION ASSESSMENTS OF CABLE SERVICE AGREEMENTS FOR UP TO A FIVE (5) YEAR PERIOD

Proposals will not be publicly opened.

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

Arlington County, Virginia
Office of the Purchasing Agent

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us
INTRODUCTION

Arlington County, Virginia ("County") is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.
BACKGROUND

Verizon Virginia, Inc. ("Verizon"), RCN/Starpower ("RCN") and Comcast of Potomac, LLC ("Comcast") (together referred herein as "Companies") currently hold franchise certificates of public necessity to provide cable television service in Arlington County, Virginia ("County"). At any point in time, additional cable TV providers may apply for and obtain franchise certificates to conduct business in Arlington County. Per the current franchise agreements, the Companies must pay the County a percentage of gross revenues as franchise fees. Since January 1, 2007, these fees have been converted to a state communications sales tax of five percent (5%). In addition, the Companies must also pay various amounts, depending on agreement specifics, as Public, Educational, and Government ("PEG"), as well as Institutional Network ("INET") grants. The franchise agreements give the County or its designee the right to audit and to re-compute any amounts determined to be payable to the County under the terms of the agreements. The County has a need for such services that are not limited to the named Companies, but may be used for any other franchise agreements that become active with the County.

From time to time, the County requires similar financial review services for determining the value of the rights-of-way in the County. This may be in preparation for upcoming franchise negotiation or in creating agreements with other commercial and non-commercial entities who propose to use these public areas for their purposes. As the owners of the street rights-of-way, the County has an obligation to manage the land on behalf of local taxpayers. Governments are entitled to receive revenues over and above direct costs associated with rights-of-way as compensation from corporations using public property for profit. These valuation services will help the County determine the fair market of such spaces.

The purpose of this solicitation is to obtain the services of a qualified consultant to conduct analyses of the Companies’ gross revenues as frequently as annually, on an ongoing basis, to determine any amounts due to the County based on gross revenues, as well as other related revenues. The reviews determine if the revenues were accurately computed, collected and submitted to the County. The Consultant will review franchise fee amounts, other Public, Educational, and Government channel-related payments as required. In addition, the Consultant may review other financially related aspects of any franchisee or new franchise applicant to determine financial status, including, but not limited to insurance requirements and security funds.

Arlington County also requires the contractor to conduct an analysis of the value of the rights-of-way in the County as needed to provide County staff a perspective for negotiating agreements with telecommunication service providers who intend to use the rights-of-way to convey their services to the residential and commercial areas of the County. The physical form of technology to provide such services may be fiber optic, metal wire-based, or wireless technology. The Contractor shall determine appropriate amounts due to the County based on a valid, verifiable, and accurate approach to determining value that may be applied to establishing usage fees for these public assets. The Contractor should employ standard industry "best practices," such as compliance with Generally Accepted Accounting Practices (GAAP) as used to conduct professionally calculated estimates of right-of-way value when County property is used for the purpose of supporting

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communications pathways. The Contractor shall advise the County on how best to apply the findings of the valuation work to a franchise agreement negotiation.
I. **Cable Franchise Review Services**

The Contractor shall:

A. Review the County’s franchise agreements with the Companies and the Virginia Communications Sales and Use Tax law to gain a full understanding of financial obligations to the County.

B. Identify all sources of gross revenues generated during review periods for which the County is due payments, including those revenues that the Companies did not include in determinations of franchise fees.

C. Verify that accounting methodologies and procedures used by the Companies accurately calculated the gross revenues generated within the County during the review period. Investigate any inconsistencies and recommend measures to avoid future discrepancies.

D. Review terms of agreements referring to PEG and INET payments and review the Companies’ payment statements for PEG and INET funds to determine accuracy and resolve any discrepancies.

E. Submit reports on the gross revenues and PEG payments reported by the Companies during the review periods. The reports shall include any findings of inconsistencies, exceptions or errors, and an evaluation of bad debt expenses and all identified sources of revenue, including but not limited to:

1. Launch fee revenues
2. Advertising revenues
3. Late fees
4. Revenues from affiliates of the Companies relative to operations in the County
5. Home shopping channel revenues
6. Subscriber programming charges, including new services such as high definition TV, digital video recorders (DVR) and Video on Demand (VOD) service
7. PEG grants owed and paid to the County.

F. If applicable, the reports shall also include a recalculation of the franchise fees and determination of any deficiencies plus applicable interest due to the County. The Contractor shall provide full analysis of deficiencies or inconsistencies.

G. Report format shall include Companies’ claimed revenues compared with the contractor’s findings in parallel columns.

H. Based on comments submitted by the County concerning the report, finalize and submit a final report to the County Project Officer.
II. Right-of-Way Valuation Services

Upon assignment by the County, the Contractor shall:

A. Provide in-depth economic analysis of the fair market value of County Right-of-Way for the placement of communications facilities. Independently and objectively determine fair market value, applying experience and skill unique to conducting reviews appropriate to a competitive telecommunications market, with written analyses of County Rights-of-Way values.

B. Use methodologies appropriate to the County’s needs on a case by case basis depending on the assignment, including but not limited to:

1. Market value of occupied land or “fee-simple”
2. Cost based
3. Support for free-market bargaining and negotiation
4. Income-based methods

C. Review activities shall also include administrative and professional processes in which existing records of land and rights-of-way acquired for projects is reviewed to identify rights, missing data, errors in records, and acquired interests relative to future needs.

III. Contractor shall have:

A. A minimum of five (5) years of corporate experience in the following:

1. Reviewing cable TV franchise agreements, financial statements, associated supplemental agreements, and any other related documentation in localities similar in size to Arlington County having agreements with companies similar to the current Arlington providers with similar franchise fees and PEG grant arrangements (Agreements between the County and cable TV providers are available on the Arlington County website at http://www.arlingtonva.us/Departments/TechnologyServices/CableTVAdmin/page19543.aspx ).


B. Employees (Principal Investigation Staff, CPA’s, etc.) with a minimum of five (5) years of experience and knowledge in:

1. Franchise fees analysis and evaluation
2. PEG analysis
3. INET analysis
4. Revenue analysis
5. Franchise agreement negotiations
6. Rights-of-Way valuations, including fiber optic, metal wire, and wireless
PROPOSAL REQUIREMENTS

The Offeror’s proposal shall address the below areas, in the order listed, not exceeding the stated page limitations (MS Word format; font: Arial 10 point; single space; double sided; and 8½ by 11 size page) for each response item: (Note: For page-counting purposes, a page equals a one-sided sheet.)

A. One (1) fully executed copy of the Proposal Form provided in this solicitation, which shall be the first page in the first section of the proposal. The copy of the Proposal Form in the proposal marked “original”, shall include an original longhand signature. The additional copies required herein may be photocopies of the original.

B. Identification of any exceptions to the County’s Contract Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. Failure to identify any exceptions, waives any later objections.

C. Conflict of Interest (see page 12).

D. Provide Company History, to include experience and knowledge of the following (not to exceed three (3) total pages):
   1. Cable TV provider companies similar to the current providers in the County, with similar franchise fee and PEG grant arrangements;
   2. Experience relating to the County’s requirements in Cable TV regulation, and rights-of-way valuation;
   3. FCC Regulations and the Virginia Communications Sales and Use Tax Law relating to Cable TV; and
   4. Right-of-Way Valuation Methods, including but not limited to: cost, cost avoidance, sales comparison, market value, and income based.

E. References - Offerors shall provide no more than five (5) references for completed cable TV franchise audits within the last five (5) years, and no more than five (5) references for completed rights-of-way valuations within the last five (5) years from jurisdictions similar to the County, to include full contact names, type of work performed, addresses, telephone numbers and email addresses.

F. Cable TV Experience - Offerors shall provide a maximum of one (1) summarized example of a completed study conducted by the Offeror, that clearly shows the methodologies used to review financial information of a cable TV provider, i.e. Executive Summary. (Not to exceed two (2) pages)

G. Right-of-way Experience - Offerors shall provide a maximum of one (1) summarized example of a completed study conducted by the Offeror that clearly shows the methodologies used to determine rights-of-way values i.e. Executive Summary. (Not to exceed two (2) pages)

H. Employee Resume’s (Not to exceed two (2) pages per employee) - Offerors shall provide resume’s of their employees (Principal Investigation Staff, CPA’s, etc.) showing:
   1. A minimum of five (5) years of experience and knowledge in:
a. Franchise fees analysis and evaluation  
b. PEG analysis  
c. INET analysis  
d. Revenue analysis  
e. Franchise agreement negotiations  
f. Rights-of-Way valuations, including fiber optic, metal wire, and wireless  

2. A list of memberships and/or activities in professional associations, societies or other similar organizations relating to public resource accounting.
EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

A. Proposal Quality and Format: Extent to which the proposal follows the outlined format.

B. Exceptions to the County's Contract Terms and Conditions.

C. Corporate experience
   1. Number of reviews of agreements with cable TV provider companies similar to the current providers in the County, with similar franchise fee and PEG grant arrangements.
   2. Understanding of the County's requirements in Cable TV regulation, and rights-of-way valuation.
   3. Experience and knowledge of FCC Regulations related to Cable TV and the Virginia Communications Sales and Use Tax Law.
   4. Experience and knowledge right-of-way valuation methods.

D. Satisfaction of References: Extent to which the References, provided by the Offeror, report satisfaction with the services provided by the Offeror.

E. Cable TV example - Clarity of presentation and relevance of statements in required summarized example of completed study, showing methodologies for the review of financial information of a cable TV provider.

F. Rights-of-Way example - Clarity of presentation and relevance of statements in required summarized example of completed study, showing methodologies for the valuation of rights-of-way.

G. Quality of Resume's in required experience and knowledge, as well as number of activities and types of participation in relevant professional associations, societies or other similar organizations relating to public resource accounting, cable TV regulation, and right-of-way valuation.
INSTRUCTIONS TO OFFERORS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to
in the Office of the Purchasing Agent at Phyes@arlingtonva.us.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7)
CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF PROPOSALS.

If any questions or responses require revisions to this solicitation as it
was originally published, such revisions will be by formal amendment only.
If this solicitation includes a separate County contact for technical
information, offerors are cautioned that any written or oral representations
made by any County representative or other person that appear to change
materially any portion of the solicitation shall not be relied upon unless
subsequently ratified by a written amendment to this solicitation issued by
the Office of the Purchasing Agent. For determination as to whether an oral
or written representation of any County representative or other person
requires that an amendment be issued, contact the County Purchasing Office in
writing to Ms. Pamela Hayes at Phyes@arlingtonva.us.

2. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES
This solicitation is let under the Arlington County procedure, "Competitive
Negotiation for Professional Services" as defined in the Arlington County
Purchasing Resolution.

3. PROPOSAL FORM SUBMISSION
One (1) proposal with a proposal form containing an original longhand
signature and three (3) additional copies, which may include a photocopy of
the signed proposal form (four (4) sets total), shall be submitted by hand in
a sealed envelope to the Office of the Bid Clerk, Suite 511, 2100 Clarendon
Boulevard, Arlington, Virginia, 22201, no later than the time and date
deadline specified in this solicitation. Timely submission of the proposal
is solely the responsibility of the offeror. Proposals received after the
specified date and time will be rejected. The exterior of the envelope or
package shall indicate the name of the offeror, the scheduled proposal
submission date and time, and the number of the solicitation. The time and
date of receipt shall be indicated on the envelope or package by the Bid
Clerk. Proposals not submitted in the number of copies requested are subject
to immediate rejection. Proposals submitted by facsimile will not be
accepted.

Failure to submit a proposal with a fully-completed Proposal Form using the
Proposal Form provided in this solicitation shall be cause for rejection of
the proposal. Modification of or additions to any portion or terms of the
solicitation may be cause for rejection of the proposal; however, the County
reserves the right to decide, on a case by case basis, in its sole
discretion, whether or not to reject such a proposal as nonresponsive.
Proposals and all documents related to this solicitation submitted to the
County by an offeror or a prospective offeror shall, upon receipt by the
County, become the property of the County.
4. INCOMPLETE DOCUMENTS
Each offeror is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its proposal, and having notified the County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the solicitation documents.

If a potential offeror downloaded an electronic version of the solicitation documents, that potential offeror is responsible for determining the accuracy and completeness of the electronic documents.

If the successful offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the County Purchasing Agent, the offeror hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

5. OFFEROR INVESTIGATIONS
Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

6. QUALIFICATION OF OFFERORS
Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. Each offeror may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

7. DEBARMENT STATUS
By submitting a proposal, an offeror certifies that it is not currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and that it is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

8. EXPENSES INCURRED IN PREPARING PROPOSAL
The County accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal.
9. ARLINGTON COUNTY BUSINESS LICENSES
The successful offeror must comply with the provisions of Chapter 11
("Licenses") of the Arlington County Code, if applicable. For information on
the provisions of that Chapter and its applicability to this solicitation,
contact the Arlington County Business License Division, Office of the
Commissioner of the Revenue, 2201 Clarendon Blvd., Suite 200, Arlington,
Virginia, 22201, telephone number (703) 228-3060.

10. AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a proposal in response to this solicitation
must be authorized to transact business in the Commonwealth of Virginia. THIS
SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF
THE ENTITY. The proper legal name of the firm or entity must be written in
the space provided on the Proposal Form. The County may require a firm to
provide documentation prior to award which: 1) clearly identifies the
complete name and legal form of the firm or entity (i.e. corporation,
partnership, etc.), and 2) establishes that the firm or entity is authorized
by the State Corporation Commission to transact business in the Commonwealth
of Virginia. Failure of a firm to provide such documentation shall be
grounds for cancellation of the award.

11. ALTERNATE INSURANCE COVERAGE
If the offeror does not meet the insurance requirements of this solicitation,
alternate insurance coverage, satisfactory to the County, may be considered.
Written requests for consideration of alternate coverages must be received by
the County Purchasing Agent at least ten (10) working days prior to the date
set for receipt of proposals. If the County denies the request for alternate
coverages, the specified coverage will be required to be submitted. If the
County permits alternate coverage, an amendment to the insurance requirements
herein will be prepared and distributed prior to the time and date set for
receipt of proposals.

12. CONFLICT OF INTEREST STATEMENT
The offeror must provide a statement regarding potential conflict of interest
as described below. The certification shall accompany the response to this
solicitation and shall be in the form below, signed by a principal of the
offeror's firm and notarized.

The offeror certifies that neither the offeror nor any
affiliated firm, parent corporation or subsidiary has,
within the past five (5) years, been employed by or
represented a deliverer of services, which services
reasonably could be expected to be considered for purchase
by the County as a result of this solicitation.

If the offeror is awarded a contract under this
solicitation, and during the term of that contract prepares
an invitation to bid or request for proposal for or on
behalf of the County, the offeror agrees that it shall not
(i) submit a bid or proposal for that procurement or any
portion thereof or (ii) disclose to any bidder or offeror
information concerning the procurement which is not
available to the public.
The offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: ________________________________

SIGNED BY: ________________________________

NAME/TITLE: ______________________________

DATE: ________________________________

(INsert notarization)

13. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Proposal Form, the data or other materials to be protected and state the reasons why protection is necessary.

14. PARKING
At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the worksites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. The ParkSmart cards may be purchased at the Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

15. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION
More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
16. PROPOSAL STANDARDS
Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals 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.

17. UNNECESSARILY ELABORATE RESPONSES
Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the County.

18. NOT USED

19. REIMBURSABLE TRAVEL-RELATED EXPENSES
No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of $41.00 or the individual meal rate of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are not required.

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

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to $7.00 per day.
Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

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

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

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

20. TWO-STEP EVALUATION
Evaluation of responses shall be a two-step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two (2) or more of the highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offerors. The second step selection will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the quality of responses to the County's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

21. EQUIVALENT EXPERIENCE AND REFERENCES If an offeror is not able to meet the experience and reference qualifications required under this solicitation, the offeror may submit a resume indicating the experience and reference qualifications of the proposed project manager for the work, acquired under the project manager's prior employer(s). Such information shall clearly identify the project manager's experience and reference qualifications in performing the work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

The County will request additional information if required, and will make a determination as to the acceptability of the experience and reference
qualifications of the proposed project manager as a substitute to part or all of the reference and experience qualifications required in the solicitation.

If a contract is awarded based on this section, the successful offeror shall not substitute the named project manager for the duration of the contract unless the substitute project manager has equivalent qualifications approved by the County.

22. PROPOSAL WITHDRAWAL
No proposal may be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for receipt of proposals.

23. OPTIONAL RIDER CLAUSE
Offerors will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments and the Northern Virginia Cooperative Purchasing Council.

Participating jurisdictions will be permitted to purchase at contract prices in accordance with the contract terms. Participating jurisdictions will be responsible for placing orders directly with the successful offeror, arranging delivery, reconciling discrepancies and invoices, issuing payments, and have the option of executing a separate contract with the successful offeror.

Further information and forms will be provided to offerors who are considered for award.
CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror ("Contractor") will contain the following contract terms and conditions. Offerors intending to require additional or different language must include such language with their proposal. Arlington County is referred to herein as "County".

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Price) ("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.

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."

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively the "Work"). The primary purpose of the Work is to provide cable audit services. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

Work under this Agreement will commence upon execution by the County, be completed no later than ______, ______ ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than four (4) additional twelve (12) month periods from ______ . Each period is referred to as "Subsequent Contract Term".

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).
6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement 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 A) on which no Work has been done.

7. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Technical Services 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 under the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer in writing of this belief within ten (10) calendar days after any change or event occurs. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit * and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

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

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

11. NOT USED
12. 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 relating to this Contract; or

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or
requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

15. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

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

17. 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.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by 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.

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

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of 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.

21. NOT USED

22. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.
23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the 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, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

26. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not
conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

30. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

31. 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.

32. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including 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 covenants 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 uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the Work.

33. NOT USED

34. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

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

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

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

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, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County’s audit but 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. **DISPUTE RESOLUTION**

The Contract is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the 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.

40. 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.

41. 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.

42. 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.

43. 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.

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

45. 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.

46. SURVIVAL OF TERMS
In addition to section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; PATENTS AND ROYALTIES; AND WARRANTY.

47. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.
48. NOTICES
All notices and other communications hereunder shall be deemed to have been
given when made in writing and either (a) delivered in person, (b) delivered
to an agent, such as an over night or similar delivery service, or (c)
deposited in the United States mail, postage prepaid, certified or
registered, addressed as follows:

TO CONTRACTOR:

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

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

50. 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. The Contractor agrees to
maintain such insurance until the completion of this Contract. All required
insurance coverages must be acquired from insurers authorized to do business
in the Commonwealth of Virginia and acceptable to the County. The minimum
insurance coverage shall be:

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.

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.
Additional Insured - Arlington County, its officers, elected and
appointed officials, and employees shall be named as an additional
insured in the Contractor's Commercial General Liability policy;
evidence of the Additional Insured endorsement shall be typed on the
certificate.

Cancellation - All insurance policies required hereunder shall be
endorsed to include the following provision: "It is agreed that this
policy is not subject to cancellation, non-renewal, material change, or
reduction in coverage until thirty (30) days prior written notice has
been given to the Purchasing Agent, Arlington County, Virginia."
Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Errors and Omissions 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.

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.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.
ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 219-10

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511,
2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201
NOT LATER THAN 2:00 P.M., JULY 6th, 2010

FOR PROVIDING CABLE AUDITING SERVICES PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH
SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE DOCUMENTS
AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM THE
COUNTY’S WEBSITE AT: HTTP://WWW.ARLINGTONVA.US/PURCHASING. HOWEVER, SUCH
ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH ALL POTENTIAL
OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND
COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS
OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND
DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN FOUR (4)
   COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE
   WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL
   LONGHAND SIGNATURE; AND THREE (3) ADDITIONAL COPIES, WHICH MAY INCLUDE A
   PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM
   SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND
   AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

   NAME (PRINTED): ___________________________ TITLE: ___________________________

   E-MAIL ADDRESS: ___________________________ TEL. NO.: _________________________

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an offeror in
connection with a procurement transaction shall not be subject to public
disclosure under the Virginia Freedom of Information Act. However, Section
4-110 of the Arlington County Purchasing Resolution states that the offeror
must invoke the protection of this section prior to or upon submission of the
data or other materials, and must identify the data or other materials to be
protected and state the reasons why protection is necessary.
PROPOSAL FORM (PAGE 2 OF 3)

Please mark one:

( ) No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

State the specific reason(s) why protection is necessary:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

AUTHORIZED SIGNATURE ____________________________________________

PRINT NAME AND TITLE ____________________________________________
<table>
<thead>
<tr>
<th>Submitted By: (Legal Name of Firm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Telephone No:</td>
</tr>
<tr>
<td>Facsimile No.:</td>
</tr>
<tr>
<td>Tax ID Number (EIN/SSN):</td>
</tr>
<tr>
<td>This Firm is a: * Insert name of state</td>
</tr>
<tr>
<td>Corporation, General Partnership, Limited Partnership, Unincorporated Association, Limited Liability Company, Sole Proprietorship</td>
</tr>
<tr>
<td>Is Firm Authorized to Transact Business in the Commonwealth of VA?</td>
</tr>
<tr>
<td>Offeror Status: Minority Owned: Woman Owned: Neither:</td>
</tr>
</tbody>
</table>
Solicitation # 219-10
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<table>
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<th>YES</th>
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<td>MARYLAND-NATIONAL CAPITAL PARK &amp; PLANNING COMM.</td>
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Vendor Name: ______________________________