NOTICE OF RENEWAL OF CONTRACT

TO:
ABERDEEN CAPTIONING INC.
22363 GILBERTO, SUITE 120
RANCHO SANTA MONICA CA 90268

DATE ISSUED: OCTOBER 1, 2012
CONTRACT NO: 370-10
CONTRACT TITLE: CLOSED CAPTIONING SERVICES

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, 2013.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 360-09 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO CONTRACTOR’S BID FORM (ATTACHED)
2) PRICING FOR THIS RENEWAL PERIOD REMAINS THE SAME AS THE PREVIOUS PERIOD
3) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON MAY CPI

ATTACHMENTS:
1) CONTRACTOR’S BID FORM
2) INVITATION TO BID NO. 360-09

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

VENDOR CONTACT: MATT COOK
TELEPHONE NO.: 949-216-1056
EMAIL ADDRESS: Matt@abercap.com

VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: Matt@abercap.com

COUNTY CONTACT: ROB FARR
TELEPHONE NO.: 703-228-3271

CONTRACT AUTHORIZATION

[Signature]
Mr. Ashley Barnes, MPA
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 360-09

BID FORM

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., AUGUST 20, 2009

FOR PROVIDING CLOSED CAPTIONING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY’S WEB SITE (HTTP: WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

EACH BIDDER IS 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.

<table>
<thead>
<tr>
<th>CHARGES FOR REAL TIME CAPTIONS OF ARLINGTON COUNTY BOARD AND OTHER GOVERNMENT MEETINGS</th>
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<tr>
<td><strong>SERVICES</strong></td>
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<tr>
<td>HOURS FOR NORMAL BUSINESS HOURS (M-F, 8:00 A.M. - 6:00 P.M.)</td>
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<td>HOURS FOR MEETINGS FALLING OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, NEW YEAR'S DAY AND WEEKEND MEETING AFTER 6:00 PM)</td>
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<tr>
<td>HOURS FOR EMERGENCY COVERAGE (LESS THAN 24-HOURS NOTICE)</td>
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<tr>
<td>INDICATE THE NUMBER OF DAYS NOTICE REQUIRED BEFORE START UP OF CONTRACT, UPON NOTIFICATION OF AWARD.</td>
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<td>HOURS FOR PROVIDING TECHNICAL SUPPORT</td>
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<tr>
<th>CHARGES FOR CAPTIONS OF PRE-TAPED PROGRAMS</th>
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<tr>
<td><strong>SERVICES</strong></td>
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<tr>
<td>PRE-TAPED PROGRAMS SENT OR FTP'ED TO THE CONTRACTOR TO BE TRANSCRIBED AND CAPTIONED BY CONTRACTOR.</td>
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<td>PRE-TAPED PROGRAMS SENT OR FTP'ED TO THE CONTRACTOR SITE WITH TRANSCRIPTION OR SCRIPT PROVIDED BY THE COUNTY.</td>
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<tr>
<td>PRE-TAPED PROGRAMS PLAYED LIVE THROUGH THE COUNTY'S SERVER AND CAPTIONED IN REAL-TIME BY CONTRACTOR.</td>
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<tr>
<td>SHORT FORM PROGRAMMING (PSA BETWEEN 10 SECONDS AND 5 MINUTES IN LENGTH).</td>
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BIDDER’S NAME: Aberdeen Captioning, Inc.
**Method of Counting Errors:**
The accuracy rate is determined by the total number of words, minus total number of errors, divided by the total number of words, multiplied by 100 which equals the percentage of accuracy. Example formula: 500 - 10 = 490/500 x 100 = 89%

**Bidder shall provide a list of clients to include other government or educational entities with bid.**

**Certification of Non-Collusion:** The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Fraud Act (Va. Code §18.2-498.1 et seq.).

**This bid form must be fully and accurately completed and signed below by a person authorized to legally bind the bidder, or the bid will be rejected:**

**Authorized Signature**

**Print Name and Title**

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**Indicate the name and contact information of the person who can respond authoritatively to any questions regarding this bid (i.e. project manager):**

**Name (Printed):** Nicole Stone  
**Tel. No.:** 949-216-1055

**E-mail address:** nicole@abercom.com

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**Submitted By:** (Legal Name of Firm) Aberdeen Capturing Inc

**Address:** 22362 Gilberta, Suite 120

**City/State/Zip:** Camarillo, Santa Margarita, CA 93015-2155

**Telephone No.:** 949-858-4463  
**Facsimile No.:** 949-858-4417

**Tax ID Number (EIN/SSN):** 335183867  
**Va. Contractor License #:** N/A

**This firm is a:**  
- [X] Corporation, General Partnership, Limited Partnership,  
- Unincorporated Association, Limited Liability Company,  
- Sole Proprietorship

**Is firm authorized to transact business in the Commonwealth of VA?** Yes

**Bidder Status:** Minority Owned:  
WOMAN Owned:  
Neither:  

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360-09
Standard Roll-up Captioning (offline caption rates)
Roll-up closed captions created and synched to spoken word using transcript (Aberdeen creates). The captions will be edited and moved around any on-screen graphics. Captions will be synched to the spoken word with 99.5% accuracy or better. At Aberdeen, we call this "Standard" and in comparison, you'll find this quality better than most other captioning companies' premium or only level.

30 -min. English only program  $250 per program
30 -min. English to Spanish program  $350 per program
30 -min. Spanish to Spanish program  $300 per program

15 min or less English only program  $200 per program
15 min or less English to Spanish program  $300 per program
15 min or less Spanish to Spanish program  $250 per program

*If transcription or script is provided by the county = $10 discount per program
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 awardees.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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<th>YES</th>
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<tr>
<td>Loudoun County Sanitation Authority</td>
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<td>Manassas, Virginia</td>
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<td>City of Manassas Public Schools</td>
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<td>Manassas Park, Virginia</td>
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<td>Maryland-National Capital Park &amp; Planning Comm.</td>
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<td>Metropolitan Washington Airports Authority</td>
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<td>Metropolitan Washington Council of Governments</td>
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<td>Montgomery College</td>
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<td>Montgomery County, Maryland</td>
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<td>Montgomery County Public Schools</td>
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<td>OmniRide</td>
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<td>Prince William County Service Authority</td>
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<td>Rockville, Maryland</td>
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<td>Spotsylvania County Schools</td>
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<td>Stafford County, Virginia</td>
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<td>Takoma Park, Maryland</td>
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<td>Upper Occoquan Sewage Authority</td>
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<td>Vienna, Virginia</td>
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<td>Virginia Railway Express</td>
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<td>Washington Metropolitan Area Transit Authority</td>
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<td>Washington Suburban Sanitary Commission</td>
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<td>Winchester, Virginia</td>
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<tr>
<td>Winchester Public Schools</td>
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Vendor Name: Aberdeen Captioning Inc.

Revised 8/5/09
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NUMBER 360-09

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201, UNTIL 3:00 P.M. ON THE 20TH DAY OF AUGUST, 2009 FOR:

ARLINGTON COUNTY WILL RECEIVE BIDS FOR PROVIDING CLOSED CAPTIONING SERVICES FOR ARLINGTON COUNTY BOARD MEETINGS AND GOVERNMENT ACCESS PROGRAMMING FOR UP TO A FIVE YEAR PERIOD.

At time, date and place above, bids will be publicly opened.

IMPORTANT: PLEASE NOTE THAT THE LOCATION FOR RECEIPT OF BIDS HAS RECENTLY CHANGED TO SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201. DO NOT DELIVER BIDS TO THE OFFICE OF THE PURCHASING AGENT.

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 bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia
Office of the Purchasing Agent

Ivette Gonzalez
Procurement Officer
igonzalez@arlingtonva.us

SPEC
INSTRUCTIONS TO BIDDERS

ADDITIONAL INFORMATION
Technical questions relating to this solicitation shall be submitted in writing to Rob Farr at rfarr@arlingtonva.us at Fax Number (703) 228-3354. A copy of any questions submitted must be forwarded to the Office of the Purchasing Agent, Fax Number 703-228-3409.

Contractual questions regarding this solicitation shall be submitted to the Ivette Gonzalez at igonzalez@arlingtonva.us, in the Office of the Purchasing Agent, Fax Number (703) 228-3409.

NO QUESTIONS, EITHER TECHNICAL OR CONTRACTUAL, WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. Bidders 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 at Fax Number (703) 228-3409.

BID FORM SUBMISSION
The Bid Form is provided in the solicitation. One fully completed Bid Form with original longhand signature, and a second copy, which may be a photocopy of the signed original (two copies total), shall be submitted in hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, VA 22201, no later than the date and time specified in the Invitation To Bid. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified time will be rejected. The envelope or package shall indicate the name of the bidder, bid opening date and time, and the number of the Invitation to Bid. Bid Forms received in the Office of the Bid Clerk after the time and date specified in the Invitation to Bid will not be opened or considered. Facsimile transmission of bids will not be accepted.

Failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be considered just cause for rejection of the bid. Failure to sign the Bid Form in the designated space, by a person authorized to legally bind the bidder, will result in rejection of the bid. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; 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 bid as nonresponsive. As a precondition to bid acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation
submitted to the County by a bidder or a prospective bidder shall, upon receipt by the County, become the property of the County.

BIDDER CERTIFICATION
Submission of a signed Bid Form is certification that the bidder will accept any award made to it as a result of the submission.

EXCEPTIONS
Bidders taking exception to any part or section of this solicitation, including, by way of illustration and not limitation, the Specifications, General Terms and Conditions, the Special Conditions, and any attachments or references hereto, shall indicate such exceptions on the Bid Forms. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the solicitation, are subject to rejection in whole or in part as nonresponsive.

ALTERNATE INSURANCE COVERAGE
If the bidder does not meet the insurance requirements of the 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 bids. If the County denies the request for alternate coverage, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids.

COMPETITION INTENDED
It is the County's intent that this solicitation permits competition. It shall be the bidder's responsibility to advise the County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the County Purchasing Agent not later than fifteen (15) days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

EXPENSES INCURRED IN PREPARING BID
The County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid, such expenses to be borne exclusively by the bidder.

BIDDER INVESTIGATIONS
Before submitting a bid, each bidder 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 bidder 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 bidder 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 bidder.
INCOMPLETE DOCUMENTS

The Contractor, as a bidder, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its bid, 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 bidder downloaded an electronic version of the solicitation documents, such potential bidder is responsible for determining the accuracy and completeness of the electronic documents.

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

QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of 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. The bidder may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by the County.

ALTERNATE BID

Bidders who have other items they wish to offer in lieu of or in addition to that required by this solicitation, shall submit a separate bid clearly marked "ALTERNATE BID." Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding this solicitation and may result in either cancellation of all bids to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

DEBARMENT STATUS

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids to Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, or any other state or their political subdivisions.

NONCONFORMING TERMS AND CONDITIONS

If the bidder submits alternate terms and conditions with the bid that do not conform to the terms and conditions in this solicitation, the bid is subject to rejection as nonresponsive. The County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of nonresponsiveness as a result of the submission of nonconforming terms and conditions.
INFORMALITIES
The County has the right to waive minor defects or variations from the exact requirements of the solicitation in a bid which do not affect the price, quality, quantity, or delivery schedule of the goods, services or construction being procured. If insufficient information is submitted for the County to properly evaluate the bid by a bidder; the County has the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

ARLINGTON COUNTY BUSINESS LICENSES
The successful bidder must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, Arlington, Virginia, Telephone Number (703) 228-3060.

BID WITHDRAWAL
No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the County prior to the time set for the opening of bids or unless the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

WITHDRAWAL OF BID FROM CONSIDERATION
A bidder may withdraw its bid from consideration if the price bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of a bid are permitted after the time and date set for the bid opening. The bidder must give notice in writing to the County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the bid opening. A bid may also be withdrawn if the bidder makes its request in writing to the County Purchasing Agent prior to the time set for the opening of bids, or if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

PARKING
At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at 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.parkerlington.com or call 703-228-7433.

REQUIREMENTS CONTRACT ACKNOWLEDGEMENT
Bidders acknowledge that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the solicitation 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 in this Contract.

TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the County Purchasing Resolution shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder or contractor 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.

INTEREST IN MORE THAN ONE BID AND COLLUSION
Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

EQUIVALENT EXPERIENCE AND REFERENCES
If a bidder or offeror is not able to meet the experience and reference qualifications required under this solicitation, the bidder or 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 Contractor 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.

METHOD OF AWARD
The County will make the award for this solicitation to a single bidder.
SPECIFICATIONS

ARLINGTON COUNTY WILL RECEIVE BIDS FOR PROVIDING CLOSED CAPTIONING SERVICES FOR ARLINGTON COUNTY BOARD MEETING AND GOVERNMENT ACCESS PROGRAMING FOR UP TO A FIVE (5) YEAR PERIOD.

- The Contractor shall provide live real time captions as needed for approximately 22 Arlington County Board meetings per year and special meetings as assigned. The Board customarily adjourns between 5:00 and 5:30pm and re-convenes at 6:30 pm. The County will attempt to give the vendor the projected length of upcoming meetings but cannot ensure the accuracy of the estimate.

- The Contractor shall provide the required personnel and equipment to caption an estimated 10-hour long County Board meeting. The personnel must be consisting of at least four full-time or an equivalent number of part-time captioners should be available to ensure coverage during extensive County Board sessions. Captioning may be performed onsite at the Arlington County Government Center, 2100 Clarendon Blvd., or remotely via telephone link from the contractor site.

The bidders shall provide with their bid a list of clients to include other government or Educational entities.

CONTRACT REQUIREMENTS:

- Caption reporters must be able to write real-time at a speed of 225 words or more per minute, with a total error rate (TER) of under 1.5%.

- For recurring or emergency coverage, the Contractor shall be able to demonstrate that captioners have access to backup equipment If the captioner will be working from their own home or studio, this should include at least a second phone line, second TV, UPS (uninterruptible power supply, for power outages), and backup modem. A second computer system and steno keyboard and a backup generator for long-term emergencies are ideal.

- The Contractor shall arrange to acquire a copy of the Arlington County Board Agenda package from the Clerk of the Arlington County Board, including all indexes, memos, speaker's list and staff listing on Thursday prior to each Board meeting, to set up captioning dictionaries before each meeting.

- The Contractor shall provide an error rate report for each meeting with each invoice for services provided.

- The Contractor shall provide an FTP site with a Login/Password entry to serve as a repository for the uploading/download of files. These file types will be Microsoft Word, Audio and Video. This FTP site should have the capacity to hold at least three months volume of these file types.

- The Contractor services shall be available for normal workdays (8:00 a.m. - 6 p.m. Monday - Friday), evenings, and weekends within 24 hours after receipt of notice.

- The Contractor shall provide the necessary captioners for real-time captioning for scheduled live cablecasts of Arlington County Board meetings or other meetings and events as they are digitized in the server;
• The Contractor shall provide policies and procedures to insure optimum service;

• The Contractor shall provide consistency in persons captioning, transcribing and editing Arlington County Board sessions in order to provide a high level of captioning quality;

• The Contractor shall provide technical support for captioning and transcription services if requested.

• The Contractor shall disclose the accuracy rate of their firm and the method for counting errors.

The Contractor shall provide a corrected Word version of the captioning text to the County Clerk and AVN within five (5) business days of the conclusion of each meeting.

GOVERNMENT ACCESS PROGRAMMING:

• The Contractor shall provide live real time or offline captions for government access programs (15 - 30 minute documentary features, 3 - 5 minute magazines features, and 30 - 60 second Public Service Announcements (PSA)) in either English or Spanish within 24 hours.

• The Contractor shall supply necessary caption reporters and required caption equipment for live real time or offline captioning of government access programming.

• Accept DVDs for offline captioning of programming. Offline captioning may be performed offsite using vendor’s equipment.

• The Contractor shall arrange to acquire scripts and/or DVDs copies of programs to set up captions for each assigned program.
SPECIAL CONDITIONS

CONTRACT DOCUMENTS
Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. 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 Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. 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.

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 immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth 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. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

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

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Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

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 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.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall
not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in May of each Contract Year.

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

**UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

**TERMINATION FOR CAUSE**

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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 unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.
Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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 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.

**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.

**REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

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

CONDITIONS OF THE RIDER CLAUSE
Awardees 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 as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

1. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

2. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

3. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

4. Arlington County 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.

5. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.

6. 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, nondiscrimination, indemnification, naming the jurisdiction as an additional insured under any required CGL 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.

7. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.
GENERAL TERMS AND CONDITIONS

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.

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.

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 the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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 in accordance with the Arlington County Resolution, the employees of whom 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.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the 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 the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or 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 Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) 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 to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

ACCESSIBILITY OF WEB SITE
If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other party websites, the Contractor shall
perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

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 said Contract.

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. Further, 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.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the 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.

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.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "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.

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

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

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.
PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

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

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

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

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

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal 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.

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.

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 $1,000,000 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 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
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 360-09

BID FORM

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., AUGUST 20, 2009

FOR PROVIDING CLOSED CAPTIONING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY’S WEBSITE (HTTP://WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

EACH BIDDER IS 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.

CHARGES FOR REAL TIME CAPTIONS OF ARLINGTON COUNTY BOARD AND OTHER GOVERNMENT MEETINGS

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOURLY RATE FOR NORMAL BUSINESS HOURS (M-F, 8:00 A.M.-6:00 P.M.)</td>
<td>$</td>
</tr>
<tr>
<td>HOURLY RATE FOR MEETINGS FALLING OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, NEW YEAR’S DAY AND WEEKEND MEETING AFTER 6:00 PM)</td>
<td>$</td>
</tr>
<tr>
<td>HOURLY RATE FOR EMERGENCY COVERAGE (LESS THAN 24-HOURS NOTICE)</td>
<td>$</td>
</tr>
<tr>
<td>INDICATE THE NUMBER OF DAYS NOTICE REQUIRED BEFORE START UP OF CONTRACT, UPON NOTIFICATION OF AWARD.</td>
<td>DAYS</td>
</tr>
<tr>
<td>HOURLY RATE FOR PROVIDING TECHNICAL SUPPORT</td>
<td>$</td>
</tr>
</tbody>
</table>

CHARGES FOR CAPTIONS OF PRE-TAPED PROGRAMS

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRE-TAPED PROGRAMS SENT OR FTP’ED TO THE CONTRACTOR TO BE TRANSCRIPTED AND CAPTIONED BY CONTRACTOR.</td>
<td>$</td>
</tr>
<tr>
<td>PRE-TAPED PROGRAMS SENT OR FTP’ED TO THE CONTRACTOR SITE WITH TRANSCRIPTION OR SCRIPT PROVIDED BY THE COUNTY.</td>
<td>$</td>
</tr>
<tr>
<td>PRE-TAPED PROGRAMS PLAYED LIVE THROUGH THE COUNTY’S SERVER AND CAPTIONED IN REAL-TIME BY CONTRACTOR.</td>
<td>$</td>
</tr>
<tr>
<td>SHORT FORM PROGRAMMING (PSA BETWEEN 10 SECONDS AND 5 MINUTES IN LENGTH).</td>
<td>$</td>
</tr>
</tbody>
</table>

BIDDER’S NAME: __________________________________________

23

360-09
ACCURACY RATE

METHOD OF COUNTING ERRORS:

BIDDER SHALL PROVIDE A LIST OF CLIENTS TO INCLUDE OTHER GOVERNMENT OR EDUCATIONAL ENTITIES WITH BID.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THIS BID FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID WILL BE REJECTED:

AUTHORIZED SIGNATURE ________________________________

PRINT NAME AND TITLE ________________________________

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): ________________________________ TEL. NO.: ________________________________

E-MAIL ADDRESS: ________________________________

SUBMITTED BY: (LEGAL NAME OF FIRM)

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO: ________________________________ FACSIMILE NO.: ________________________________

TAX ID NUMBER (EIN/SSN): ________________________________ VA. CONTRACTOR LICENSE #: ________________________________

THIS FIRM IS A: • INSERT NAME OF STATE CORP, ❏ GENERAL PARTNERSHIP, ❏ LIMITED PARTNERSHIP, ❏ UNINCORPORATED ASSOCIATION, ❏ LIMITED LIABILITY COMPANY, ❏ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

BIDDER STATUS: ❏ MINORITY OWNED: ❏ WOMAN OWNED: ❏ NEITHER: ❏
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:

YES NO JURISDICTION

--- Alexandria, Virginia
--- Alexandria Public Schools
--- Alexandria Sanitation Authority
--- Arlington County, Virginia
--- Arlington County Public Schools
--- Bladensburg, Maryland
--- Bowie, Maryland
--- Charles County Public Schools
--- College Park, Maryland
--- Culpeper County, Virginia
--- District of Columbia
--- District of Columbia Courts
--- District of Columbia Public Schools
--- District of Columbia Water & Sewer Auth.
--- Fairfax, Virginia
--- Fairfax County, Virginia
--- Fairfax County Water Authority
--- Falls Church, Virginia
--- Fauquier County Schools & Government, Virginia
--- Frederick, Maryland
--- Frederick County, Maryland
--- Gaithersburg, Maryland
--- Greenbelt, Maryland
--- Herndon, Virginia
--- Leesburg, Virginia
--- Loudoun County, Virginia
--- Loudoun County Public Schools

YES NO JURISDICTION

--- Loudoun County Sanitation Authority
--- Manassas, Virginia
--- City of Manassas Public Schools
--- Manassas Park, Virginia
--- Metropolitan Washington Airports Authority
--- Metropolitan Washington Council of Governments
--- Montgomery College
--- Montgomery County, Maryland
--- Montgomery County Public Schools
--- OmniRide
--- Prince George's County, Maryland
--- Prince George's Public Schools
--- Prince William County, Virginia
--- Prince William County Public Schools
--- Prince William County Service Authority
--- Rockville, Maryland
--- Spotsylvania County Schools
--- Stafford County, Virginia
--- Takoma Park, Maryland
--- Upper Occoquan Sewage Authority
--- Vienna, Virginia
--- Virginia Railway Express
--- Washington Metropolitan Area Transit Authority
--- Washington Suburban Sanitary Commission
--- Winchester, Virginia
--- Winchester Public Schools

Vendor Name: ________________________________

Revised 8/5/09

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360-09
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 361-09

AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 361-09 (FASTENERS) is amended as follows:

REPLACE THE BID FORM WITH THE AMENDED BID FORM ATTACHED.

The balance of the specification remains unchanged.

Arlington County, Virginia

[Signature]

DELPHINE LAMBERT
Buyer
dlambert@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF AMENDMENT NUMBER 1 IS ACKNOWLEDGED.

FIRM NAME: _______________________________________________________________________

AUTHORIZED SIGNATURE: _______________________________________________________________________

DATE: __________
AMENDED BID FORM

1. FASTENER PRICES: COMPLETE ATTACHED PRICE LIST PAGES AND INSERT THE TOTALS BELOW:
   TOTAL, WATER POLLUTION CONTROL PLANT: $__________
   TOTAL, EQUIPMENT BUREAU: $__________
   GRAND TOTAL, ALL ITEMS LISTED: $__________

2. INDICATE THE SINGLE DISCOUNT FROM YOUR PRICE LISTS UPON WHICH ALL PRICING IS BASED:
   DISCOUNT FROM PRICE LIST USED TO CALCULATE ALL PRICES: _______
   %
   PRICE LIST COLUMN TO WHICH DISCOUNT APPLIES: ____________________

3. WATER POLLUTION CONTROL PLANT - FASTENER PRICE LIST
   USE ONLY A SINGLE PERCENTAGE AND PRICE LIST COLUMN TO CALCULATE ALL PRICES

<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAINLESS STEEL CAP SCREWS N.C., 5/8&quot; x 3/4&quot;</td>
<td>$__________</td>
<td>______</td>
<td>$_______</td>
<td>1,000</td>
<td>$__________</td>
</tr>
<tr>
<td>STAINLESS STEEL SOCKET HEAD SCREWS 5/16X18-1</td>
<td>$__________</td>
<td>______</td>
<td>$_______</td>
<td>1,000</td>
<td>$__________</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ____________________
<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
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<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAINLESS STEEL FLAT SOCKET CAP SCREWS, 10/32 X 1</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>100</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL FLAT WASHERS, 5/8&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>3,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL FLAT HEAD SOCKET SCREWS 10/32 X 3/4&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>2,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL SET SCREWS 3/8&quot;-16 X 1/2&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>500</td>
<td>$_________</td>
</tr>
<tr>
<td>PAN HEAD #10 X 2&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL COTTER PINS 3/16 X 1-1/2</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL ROD COUPLINGS, 3/8&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>500</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL ALL THREAD COARSE, 1/2&quot; X 3&quot;</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>100</td>
<td>$_________</td>
</tr>
<tr>
<td>BRASS HEX HEAD SCREWS 1/4&quot;-20 X 2</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>BRASS FLAT HEAD SCREWS SLOTTED 10/32 X 3/4</td>
<td>$_________</td>
<td>_____%</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ________________________________
WATER POLLUTION CONTROL PLANT - FASTENER PRICE LIST (CONTINUED)

USE ONLY A SINGLE PERCENTAGE AND PRICE LIST COLUMN TO CALCULATE ALL PRICES

<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRASS FLAT WASHERS, #10</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>3,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL SET SCREWS 10/32&quot; X 3/8&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>500</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL COTTER PINS 3/16 X 1-1/2</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>2,000</td>
<td>$_________</td>
</tr>
<tr>
<td>STAINLESS STEEL ALL THREAD COARSE, 1/2&quot; X 3&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>100</td>
<td>$_________</td>
</tr>
<tr>
<td>SQUARE HEAD NUTS CADMIUM PLATED, 1/2&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>50</td>
<td>$_________</td>
</tr>
<tr>
<td>HEX HEAD LOCK NUTS, N.C. THREAD, CADMIUM PLATED, 1/2&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>50</td>
<td>$_________</td>
</tr>
<tr>
<td>HEX HEAD ELASTIC STOP NUTS, N.C. THREAD, CADMIUM PLATED, 1/2&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>50</td>
<td>$_________</td>
</tr>
<tr>
<td>WING NUTS CADMIUM PLATED 1/4&quot; NC</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>50</td>
<td>$_________</td>
</tr>
<tr>
<td>ZINC PLATED ALLTHREAD COARSE OR FINE THREAD 3/8&quot;X3&quot;</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>100</td>
<td>$_________</td>
</tr>
<tr>
<td>HEX HEAD CAPSCREW CARBON STEEL PLATED 6mm X 1.0 PITCH X 35 mm</td>
<td>$_________</td>
<td>________</td>
<td>$_________</td>
<td>50</td>
<td>$_________</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ________________________________
<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>N.C. FLAT HEAD SOCKET CARBON STEEL PLATED CAP SCREWS 1/2&quot; X 2</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.C. HEX DRIVE ROUND HEAD MACHINE SCREW 1/4&quot; X 2 S.S.</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.C. HEX HEAD SOCKET CARBON STEEL PLATED SCREWS 5/8&quot; X 3.5&quot;</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.C SQUARE HEAD BOLTS, STEEL 5/8&quot; X 1.5&quot;</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.F HEX HEAD BOLTS CADMIUM 5/8&quot; X 2</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N.C CARRIAGE BOLTS CARBON STEEL PLATED 1/4&quot; X 1&quot;</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEEL SET SCREWS 1/4-28 X 1/2&quot;, CUP POINT</td>
<td>$_________ _______</td>
<td>$_______ 1,000</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-RING - 3/32&quot; HEAT TREATED STEEL</td>
<td>$_________ _______</td>
<td>$_______ 100</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQUARE KEY STOCK- 1/4&quot; X 12&quot; 316 STAINLESS STEEL</td>
<td>$_________ _______</td>
<td>$_______ 50</td>
<td>$_______</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ____________________________

Solicitation 361-09 for Fasteners
Page 5 / 9
WATER POLLUTION CONTROL PLANT - FASTENER PRICE LIST (CONTINUED)

USE ONLY A SINGLE PERCENTAGE AND PRICE LIST COLUMN TO CALCULATE ALL PRICES

<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>METRIC KEY STOCK - 4MM x 300MM</td>
<td>$__________  ________  %  $__________</td>
<td>50</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WATER POLLUTION CONTROL PLANT TOTAL

$__________

IDENTIFY THE SINGLE PERCENTAGE USED FOR CALCULATING ALL PRICES DURING THE CONTRACT TERM (MULTIPLE PERCENTAGES NOT ALLOWED):

__________

IDENTIFY THE TITLE OF THE COLUMN USED TO CALCULATE ALL OF THE ABOVE PRICES AND ALL PRICES DURING THE CONTRACT TERM:

__________

4. EQUIPMENT BUREAU - FASTENER PRICE LIST

USE ONLY A SINGLE PERCENTAGE AND PRICE LIST COLUMN TO CALCULATE ALL PRICES

PLEASE NOTE THAT FOR SECTION 4, ALL ITEMS FOR WHICH THE MATERIAL TYPE IS NOT IDENTIFIED ARE ZINC PLATED - BLACK CARBON STEEL

<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>#14238 METAL LOCKNUT 9/16-12 GRADE &quot;C&quot;</td>
<td>$__________  ________  %  $__________</td>
<td>500</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#14239 METAL LOCKNUT 5/8-11 GRADE &quot;C&quot;</td>
<td>$__________  ________  %  $__________</td>
<td>1,500</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#14240 METAL LOCKNUT 3/4-10 GRADE &quot;C&quot;</td>
<td>$__________  ________  %  $__________</td>
<td>1,500</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ____________________________
<table>
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<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>#11835 SELF DRILLING SCREW 10-16 X 1/2 HEX HEAD</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#11864 SELF DRILLING SCREW 1/4 X 3/4 HEX HEAD</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#11830 SELF DRILLING SCREW 10 X 3/4 PAN HEAD</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#11859 SELF DRILLING SCREW 10 X 5/8 PAN HEAD</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#70063 NYLON WIRE TERMINAL 2 PC #6 SPADE 12-10</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#70068 NYLON WIRE TERMINAL 2 PC #10 HOOK 12-10</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#70070 NYLON WIRE TERMINAL 2 PC 12-10 BUTT CONNECTOR</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#60391 1/2-13 X 2 1/2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#60393 1/2-13 X 3 1/2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>1,000</td>
<td>$_________</td>
</tr>
<tr>
<td>#60406 9/16-12 X 2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>500</td>
<td>$_________</td>
</tr>
<tr>
<td>#60372 7/16-14 X 2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________</td>
<td>________ %</td>
<td>$_________</td>
<td>500</td>
<td>$_________</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: __________________________
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<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>#60374 7/16-14 X 3 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>500</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#60387 1/2-13 X 1 1/2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#60389 1/2-13 X 2 GRADE 8 ZINC/YELLOW CAP SCREW</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>500</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7677 9/16-18 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>250</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7688 5/8-18 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7689 3/4-16 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7690 7/8-14 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>500</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7690 5/8-11 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#7691 3/4-10 GRADE 8 ZINC/YELLOW HEX NUT</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,500</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>#13060 6-1.0 X 45MM METRIC CAP SCREW 10.9 ZINC PLATED</td>
<td>$_________ _______ %</td>
<td>$_______</td>
<td>1,000</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ________________________________
### EQUIPMENT BUREAU - FASTENER PRICE LIST (CONTINUED)

<table>
<thead>
<tr>
<th>FASTENER SIZE/DESCRIPTION</th>
<th>LIST PRICE PER 1000</th>
<th>DISCOUNT OFFERED %</th>
<th>NET PRICE PER 1000</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>#13081 10-1.5 X 30MM METRIC CAP SCREW 10.9 ZINC PLATED</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#808 8 X 3/8 PHILLIPS OVAL HEAD SHEET METAL SCREW ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
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</tr>
<tr>
<td>#1986 8 X 2 PHILLIPS OVAL HEAD SHEET METAL SCREW ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5808 14 X 2 FLAT HEAD PHILLIPS SHEET METAL SCREW ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5798 12 X 5/8 FLAT HEAD PHILLIPS SHEET METAL SCREW ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#14736 #14736 14MM METRIC FLAT WASHER ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
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</tr>
<tr>
<td>#14737 #16MM METRIC FLAT WASHER ZINC</td>
<td>$______ _<strong><strong><strong>% $</strong></strong></strong></td>
<td>1,000</td>
<td>$______</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT BUREAU TOTAL**

$______

**IDENTIFY THE SINGLE PERCENTAGE USED FOR CALCULATING ALL PRICES DURING THE CONTRACT TERM (MULTIPLE PERCENTAGES NOT ALLOWED):** _______%

**IDENTIFY THE TITLE OF THE COLUMN USED TO CALCULATE ALL OF THE ABOVE PRICES AND ALL PRICES DURING THE CONTRACT TERM:** _______