NOTICE OF RENEWAL OF CONTRACT

TO: CONTROL TECHNOLOGIES OF CENTRAL FLORIDA, INC.
2109 EMMERTON PARK RD #116
EDGEOED, MD 21040

DATE ISSUED: JANUARY 28, 2013
CURRENT NO: 46-11

CONTRACT TITLE: VIDEO DETECTION EQUIPMENT

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective MARCH 1, 2013 and expires on FEBRUARY 28, 2014.

This is the FINAL year award notice of a FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 89-09 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING AND ATTACHMENTS:

1) REFER TO CONTRACT PRICING FOR 2012. PRICING FOR THIS EXTENSION TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENT FOR EXTENSION OPTIONS OTHERWISE BASED ON NOVEMBER CPI-U
2) ADD ITEMS TO THE CONTRACT PER QUOTATION DATED JANUARY 4, 2013
3) INVITATION TO BID NO. 89-09

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

VENDOR CONTACT: JAMES F. LAMPE
EMAIL ADDRESS: lampe@cttraffic.com
VENDOR TEL. NO.: 410-676-7760
VENDOR FAX. NO.: 410-676-7761
COUNTY CONTACT: SHAHIB ABBAS
COUNTY TEL. NO.: 703-228-7588

CONTRACT AUTHORIZATION DISTRIBUTION

Mr. Ashley Barnes, MPA
Procurement Officer

BID FOLDER: 1
DATE: 2-28-13
## QUOTATION

**Control Technologies** is pleased to quote the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2650-FC348T</td>
<td>FLIR FC Series Camera with Pan/Tilt Bracket and Junction Box (3mm lens)</td>
<td>1</td>
<td>2,250.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>2</td>
<td>2650-FC334T</td>
<td>FLIR FC Series Camera with Pan/Tilt Bracket and Junction Box (13mm lens)</td>
<td>1</td>
<td>2,250.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>3</td>
<td>2650-FC324T</td>
<td>FLIR FC Series Camera with Pan/Tilt Bracket and Junction Box (19mm lens)</td>
<td>1</td>
<td>2,250.00</td>
<td>2,250.00</td>
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<tr>
<td></td>
<td></td>
<td>Warranty: (from date of installation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Years for Camera &amp; Housing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 Years for Thermal Detector/Coil</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>7250-210</td>
<td>TrafficComView MAX+ (MPEG-4/H.264) Single slot card</td>
<td>1</td>
<td>2,125.00</td>
<td>2,125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Optional items to add</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>7250-302</td>
<td>TrafficSafeWalk Pedestrian Detector</td>
<td>1</td>
<td>2,125.00</td>
<td>2,125.00</td>
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<tr>
<td>6</td>
<td>7250-300301</td>
<td>TrafficSafeWalk Pedestrian Detector (Narrow or Wide Angle)</td>
<td>1</td>
<td>1,825.00</td>
<td>1,825.00</td>
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<tr>
<td>7</td>
<td>7250-310</td>
<td>TrafficSafeWalk/C-Walk Ethernet Interface (one per device needed)</td>
<td>1</td>
<td>185.00</td>
<td>185.00</td>
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<tr>
<td>8</td>
<td>7250-1119</td>
<td>TrafficVIP BIKE (Boyle detector requires FLIR FC Camera)</td>
<td>1</td>
<td>2,500.00</td>
<td>2,500.00</td>
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</tbody>
</table>

**Notes:**
- Net 30
- 45 days, ARO
- FOB Destination

**Warranty:**
- 3 Years for Camera & Housing
- 10 Years for Thermal Detector/Coil

**Total:** $15,510.00

**Subtotal:** $15,510.00

**Discount:** $0.00

**Terms:** Net 30

**Delivery:** 45 days, ARO

**FOB Destination:**

**Price valid for 60 days**

Prices include only those items specifically delineated in quotation.

Please contact me if you have any questions.

James F. Lampe
lampe@bttraffic.com

3931 Avon Park Road, Suite CT16  |  Chesterfield VA 20151 USA | Phone: 703.966.2730 | Fax: 800.328.4806

Rev 10-13-04 CT FORM #25
NOTICE OF RENEWAL OF CONTRACT

TO: CONTROL TECHNOLOGIES OF CENTRAL FLORIDA, INC.
2109 EMMORTON PARK RD #116
EDGEBOOD, MD 21040

DATE ISSUED: FEBRUARY 11, 2011
CURRENT NO: 46-11
CONTRACT TITLE: VIDEO DETECTION EQUIPMENT
PRIOR NO: 128-10

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on FEBRUARY 28, 2013.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 89-09 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING AND ATTACHMENTS:

1) REFER TO Contract pricing for 2012
2) PRICE ADJUSTMENT FOR EXTENSION OPTIONS BASED ON NOVEMBER CPI-U
3) Arlington County ITB NO. 89-09

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

VENDOR CONTACT: JAMES F. LAMPE
EMAIL ADDRESS: lampe@cttraffic.com
VENDOR TEL. NO.: 410-676-7760
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 410-676-7761
TAX IDENTIFICATION NUMBER (EIN/SSN): 59-2038877
COUNTY CONTACT: SHAHIB ABBAS
COUNTY TEL. NO.: 703-228-7588

CONTRACT AUTHORIZATION

Maryam K. Zahory, CPPB
Procurement Officer

DISTRIBUTION

BID FOLDER: 1
CONTRACT NO. 46-11

2012 PRICINGS

FOR PROVIDING VIDEO DETECTION EQUIPMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION No. 89-09:

<table>
<thead>
<tr>
<th>#</th>
<th>EST. QTY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td><strong>CAMERA SOLUTIONS</strong></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>12 EA</td>
<td>I/1-Camera Solution</td>
<td>$ 3,150.00</td>
<td>$ 37,800.00</td>
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<tr>
<td>2</td>
<td>1 EA</td>
<td>II/2-Camera Solution (Option A)</td>
<td>$ 5,850.00</td>
<td>$ 58,500.00</td>
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<tr>
<td>3</td>
<td>10 EA</td>
<td>II/2-Camera Solution (Option B)</td>
<td>$ 5,400.00</td>
<td>$ 54,000.00</td>
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<td>4</td>
<td>3 EA</td>
<td>III/3-Cameras Solution</td>
<td>$ 8,250.00</td>
<td>$ 24,750.00</td>
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<tr>
<td>5</td>
<td>1 EA</td>
<td>IV/4-Camera Solution (Option A)</td>
<td>$ 11,100.00</td>
<td>$ 11,100.00</td>
</tr>
<tr>
<td>6</td>
<td>3 EA</td>
<td>IV/4-Camera Solution (Option B)</td>
<td>$ 10,800.00</td>
<td>$ 32,400.00</td>
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<tr>
<td></td>
<td></td>
<td><strong>CAMERA ACCESSORIES</strong></td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>2 EA</td>
<td>1 Camera Rack Processor</td>
<td>$ 1,726.00</td>
<td>$ 3,452.00</td>
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<tr>
<td>8</td>
<td>5 EA</td>
<td>2 Camera Rack Processor</td>
<td>$ 2,619.00</td>
<td>$ 13,095.00</td>
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<tr>
<td>9</td>
<td>2 EA</td>
<td>Rack for Use in TSL</td>
<td>$ 650.00</td>
<td>$ 1,300.00</td>
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<tr>
<td>10</td>
<td>2 EA</td>
<td>Camera</td>
<td>$ 800.00</td>
<td>$ 1,600.00</td>
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<tr>
<td>11</td>
<td>5 EA</td>
<td>Mounting Bracket</td>
<td>$ 175.00</td>
<td>$ 875.00</td>
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<td>12</td>
<td>3 EA</td>
<td>B/W Monitor</td>
<td>$ 145.00</td>
<td>$ 435.00</td>
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<td>13</td>
<td>5 EA</td>
<td>2-Channel Extension Module</td>
<td>$ 295.00</td>
<td>$ 1,475.00</td>
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<tr>
<td>14</td>
<td>5 EA</td>
<td>4-Channel Extension Module</td>
<td>$ 425.00</td>
<td>$ 2,125.00</td>
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<tr>
<td>15</td>
<td>2 EA</td>
<td>Camera Surge Arrestor</td>
<td>$ 225.00</td>
<td>$ 450.00</td>
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<tr>
<td>16</td>
<td>2 EA</td>
<td>Video Power Panel</td>
<td>$ 125.00</td>
<td>$ 250.00</td>
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<tr>
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<td><strong>VIDEO DETECTION CABLE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>3 EA</td>
<td>1000' Power/Coaxial cable</td>
<td>$ 650.00</td>
<td>$ 1,950.00</td>
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<tr>
<td>18</td>
<td>3 EA</td>
<td>2500' Power/Coaxial cable</td>
<td>$ 1,625.00</td>
<td>$ 4,875.00</td>
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</table>

**TOTAL Contract Amount**  
$199,782.00
CONTROL TECHNOLOGIES OF CENTRAL FLORIDA, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: James F. Lampe

DATE: 3/5/2012
Sealed bids will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201, until 2:00 p.m. on the 10th day of February, 2009 for:

PROVISION OF VIDEO DETECTION EQUIPMENT FOR UP TO A FIVE-YEAR PERIOD

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

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

Arlington County reserves the right to reject any and all 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

Maryam N. Zahory
Procurement Officer
INSTRUCTIONS TO BIDDERS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Waam Raja at wraja@arlingtonva.us, Fax Number (703)228-3719. A copy of any questions submitted must be forwarded to the Procurement Officer, Maryam Zahory, at mzahory@arlingtonva.us, Fax Number (703)228-3409.

General contractual questions regarding this solicitation shall be submitted in writing to Procurement Officer, Maryam Zahory at mzahory@arlingtonva.us, Office of the Purchasing Agent at 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 Purchasing Agent, Room 500, 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. 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 Purchasing Agent 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 non-responsive. As a precondition to bid acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify non-responsive 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 non-responsive.

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.

ERRORS IN EXTENSION
Where the unit price and the extension price are at variance, the unit price will prevail.

USE OF BRAND NAMES
Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. Any article which the County in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and suitability for the intended use, may be accepted and considered for award.

DISCOUNTS
Payment discounts contingent on payment of invoices within a stipulated period of time will be accepted as bid, but will not be considered by the County when evaluating bid prices or when making an award.

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 non-responsive 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.
NEW MATERIAL
Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in the County's interest, the bidder shall so notify the County Purchasing Agent in writing no later than ten (10) working days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

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 non-responsive. 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 non-responsiveness 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.

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.

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.

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

INTRODUCTION

The following specifications detail the minimum acceptable physical, functional and operational requirements for supplying VIDEO DETECTION equipment that will be maintained by the Transportation Engineering & Operations Bureau, Department of Environmental Services, Arlington County, Virginia ("County").

1. GENERAL NOTES

These specifications set forth the minimum requirements for Video Detection equipment that shall detect by processing video images and providing detection input for NEMA TS-1 and TS-2 traffic signal controllers.

1.1. Bid Notes

a. The County, in its analysis, will consider equivalency of features, serviceability, design, and performance capability of the equipment bid.

b. At the time of return of the invitation to bid, the bidders are required to specify the model numbers of the equipment to be furnished. Complete descriptions of all equipment and materials shall be provided for determination of compliance with specifications. This shall include technical manuals, drawings, etc. as needed to determine compliance with the specifications.

1.2. Performance Testing

The County reserves the right to receive on demand a test report from an independent laboratory certifying that the equipment or materials to be supplied meet the performance requirements of the foregoing specifications at no cost to the County.

1.3. Warranty

a. All devices and components thereof are to be fully guaranteed in writing against defects in materials and workmanship for a period of one (1) year from the time the equipment is delivered. The warranty shall cover repair or replacement of any system components within two (2) weeks upon receipt at no cost to the County.

b. All costs of labor, parts and transportation to and from Contractor shall be borne by the Contractor for the duration of the warranty period.

c. The warranty period for any device or component that is repaired or replaced shall be extended for an additional
period of one (1) year from the time of the Contractor's repair or replacement of said equipment and return to the County.

1.4. Rejection

The County reserves the right to reject any equipment covered by this specification, and subsequent purchase order, if such equipment proves to be defective within a thirty (30) day period after installation.

1.5. Delivery

a. The maximum allowable delivery time is 30 calendar days. For every calendar day the delivery is late the contract price of the entire order will be reduced by one percent. If delivery of an order is over 30 calendar days late the County may procure the goods from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

b. All equipment and materials supplied shall be delivered F.O.B. destination and unloaded, postage and freight prepaid, to:

TRANSPORTATION ENGR. & OPERATIONS BUREAU
TRAFFIC SIGNAL SECTION
4300 29th Street South
Arlington, Virginia  22206

c. The supplier shall notify of all deliveries at least 24 hours in advance of the delivery by calling Trades Program Supervisor at 703-228-6655 or the Senior Signal Technician at 703-228-0652. Failure to comply with this requirement will result in refusal of the delivery.

1.6. Equipment Training

a. The Contractor shall furnish to the County, personnel training in the set up, operation, and maintenance of the equipment.

b. The Cost for training shall be included in the equipment bid price.

c. Training shall be on-the-job at facilities provided by the County, for a minimum of three (3) and a maximum of ten (10) students.

d. The training program shall be of sufficient scope, detail, and duration for the attendees to gain the knowledge to set up, operate, troubleshoot and maintain the equipment. The scope of training should be approved by the County before hand.
e. The training program shall be conducted no later than one (1) week after the date on which delivery has been accomplished.

f. Invoices for equipment delivered will not be processed for payment until the training requirements have been complied with.

1.7. Equipment Documentation

Unless otherwise stated, the following shall be provided by the Contractor:

a. One (1) set per item of the following documents shall be supplied at the time of delivery:
   - Complete instructions and schematics for field connection.
   - Complete trouble shooting and maintenance guide (Manuals for all associated equipments i.e., camera, processor, extension module etc.) and schematics on all components.

b. See General Note 1.1.b. for documentation that shall be provided with the Bid, at the time set for return of Bids.

2. VIDEO DETECTION DESCRIPTION

2.1. MATERIALS

The product shall meet all applicable sections of the Virginia Department of Transportation’s Road and Bridge Specifications which is available at www.virginiadot.org/business/const/spec-default.asp. Where differences occur, this specification shall govern.

a. Paint shall conform to the requirements of Section 231 of the Specifications and shall be applied in accordance with Section 411 of the Specifications except on nonferrous materials where it shall be applied in accordance with the manufacturer's recommendations.

b. Steel for fabricated items shall conform to the requirements of Section 226 of the Specifications and shall be fabricated, welded and inspected in accordance with Section 407 of the Specifications.

c. Aluminum for fabricated items shall conform to the requirements of Section 229 of the Specifications and shall be fabricated, welded and inspected in accordance with the requirements of Section 407 of the Specifications.

d. Electrical items shall conform to the requirements of Section 238 of the Specifications.

2.2. EQUIPMENT
a. **General:** Video detection equipment furnished under this special provision shall be the manufacturer’s standard production model.

b. **Video Processor Unit:** The video processor unit and the video communications unit shall interface with NEMA TS-1 and NEMA TS-2 controllers/cabinets and provide controller detector inputs when utilized in those cabinets. Cables, harness connectors and cabinet equipment adapters shall be provided as required to interface the video detection unit in the type of cabinet as required.

Video detection zones shall be programmable by either a handheld keypad using a monitor or PC with Windows based software. Either method shall display the detection zones per camera for user programming and provide flexible detection zone placement within the camera field of view. Video processor unit shall store detector configurations created by the user and allow user adjustments of the created detection zones. Video detection equipment shall detect vehicle presence in both day and night conditions and in adverse weather conditions and not be affected by shadows from fixed or moving objects within the detection zone.

Video processor unit and the video communications unit shall be provided with video equipment manufacturer’s recommended transient suppression. Transient suppression shall be provided within the traffic signal control cabinet. Internally installed devices within the video processor unit will also be allowed.

The video processor unit and the video communications unit for Types I, II, III and IV shall conform to the environmental requirements of NEMA TS-1 and TS-2 specifications. The processor unit and the video communications unit shall operate from -35 to 74 degrees C at 0 to 95 percent relative humidity, non-condensing. The video processor unit and the video communications unit shall operate from 125 VAC 60 Hz. The processor unit shall be provided with an RS232 port for connection to an external P/C. The processor unit shall detect all licensed vehicles and motorcycles within the camera field of view for each video input.

The video input to the video processor shall be through the processor’s edge connector, when installed in an existing rack.

The video processor shall have an onboard database capable of time stamping and storing multiple events. The Event Log Database shall be viewed or downloaded to a selected spreadsheet. Erasure of the Event Log Database shall not alter programmed configurations. As a minimum, the processor unit shall log and time stamp the following events:
• Firmware upgrade
• Loss/resumption of video signal
• Configuration change
• Bad video quality
• Loss/resumption of power to processor module
• Speed alarm
• Inverse direction
• Recall activated

Type I shall be a single video input processor i.e., the video processor and the video communications unit shall process a single video input. The video input shall provide a minimum of 24 detection zones with 4 processing outputs.

Type II shall be a two video input processor i.e., the video processor and the video communications unit shall simultaneously process two video inputs. Each video input shall provide a minimum of 24 detection zones per camera. Video processor unit shall be housed in a durable metal enclosure suitable for shelf mounting in a NEMA TS-1 or TS-2 cabinet.

Type II may come with two options. Option A will have 2-single camera processors each with 4 processing outputs. Option B will have 1-dual camera processor with each camera having 2 processing outputs.

Type III shall be a three video processor input i.e., the video processor and the video communications unit shall simultaneously process three video inputs. Each video input shall provide a minimum of 24 detection zones per camera. Video processor unit shall be housed in a durable metal enclosure suitable for shelf mounting in a NEMA TS-1 or TS-2 cabinet.

Type IV shall be a four video processor input i.e., the video processor and the video communications unit shall simultaneously process four video inputs. Each video input shall provide a minimum of 24 detection zones per camera. Video processor unit shall be housed in a durable metal enclosure suitable for shelf mounting in a NEMA TS-1 or TS-2 cabinet.

Type IV may come with two options. Option A will have 4-single camera processors each with 4 processing outputs. Option B will have 2-dual camera processor with each camera having 2 processing outputs.

Video detection unit shall provide the following additional features:

• Delay and extension for each detection zone.
• Inhibit delay/extension during green interval per
detection zone.

* Windows based software for data collection, detector file upload/download and firmware upgrades.
* Via optional communications unit, the system shall provide real-time viewing of detection zones and system operation via PSTN or Ethernet. Video communications card shall connect to up to 6 processors at each intersection.
* Video processor shall interface personal computer (PC) via RS232 connection.
* Detection zones/video processor shall provide vehicle counts/volume, average speed, gap time, headway, occupancy & classification. Data shall be stored in selectable time periods of 10, 30 and 60-minute intervals. Data shall be stored in the video processor unit or viewable in real-time via RS232.

Six detectors per camera may be used as queue detectors. Using onscreen calibration, queue detectors will detect queue delays and display the queue length.

Video processor shall provide single and double loop emulation.

Data alarms shall be generated for queue, wrong way direction, speed drop, no video and errors.

* Detection software shall superimpose detection zones for the viewable zones per camera via the operating system software.
* Video processor shall provide direction of flow of traffic for detection zones to identify objects traveling in the wrong direction.

Video processor shall provide advanced settings to optimize detection to avoid cross-lane occlusion. Directional detectors shall be programmed for Low, Medium or High levels.

The video processor shall provide integrated image quality diagnostics eliminating the need for users to manually place quality detection zones on the image.

The video processor shall provide the capability to enter a “recall” state if the quality threshold falls inside a user-defined range.

The video processor shall have the ability to be password protected; define different user access levels for a minimum of 10 users.

c. **Environmental Camera Enclosure Housings:** Environmental camera enclosure housings shall be constructed of 6061-T6 aluminum
and finished with a weatherproof, heat-reflecting paint.

The environmental enclosure shall have a maximum outside diameter (O.D.) of 5 inches, excluding mounting assembly.

Each enclosure shall be sized to accommodate lens adapters (if necessary). The front of the enclosure shall extend beyond the viewing window to act as a sun visor and to prevent water runoff into the camera lens. Sunshields shall be supplied and installed on each camera to protect the camera from direct sunlight.

The housing shall be equipped with a heater, a window defroster, and a thermostat to control both.

The camera enclosure shall be provided with separate, weather-tight connections for video and power cables at the rear of the enclosure. Connectors shall not allow moisture entry.

d. Camera: The camera enclosure shall be provided with a weather-tight connection for factory-fabricated video, communication and power cables at the rear of the enclosure. Connectors shall not allow moisture entry. Input power to the enclosure shall be 24 VAC/DC at either 50 or 60 Hz. When operating within the environmental enclosure with the power, communication and video signal cable connected, the image sensor shall meet FCC Class B and CE requirement for electromagnetic emissions.

The unit shall be monochrome high or medium resolution. Line lock shall be provided and no interlace jitter or pairing on the viewing monitor shall be discernible. The system shall provide clear, low-bloom and low-light video images at all times, including limited illumination during nighttime hours and during inclement weather.

The camera shall be of solid-state design and conform to the following minimum requirements:

- **Image Sensor**
  The image sensor shall be \( \frac{1}{3} \) inch charge-coupled device (CCD) or an approved equivalent.

- **Sensitivity**
  A useable picture shall be provided with a minimum scene illumination of 0.1 lux with AGC on.

- **Resolution**
  580 lines horizontal and 350 lines vertical minimum.

- **Video Signal Output**
  Shall conform to EIA RS-170 standard.

- **Output Impedance**
  75 ohms ± 5 percent

- **Operating Voltage**
  125 VAC, 60 Hz
- **Automatic Gain Control**: The switch selectable fixed gain response shall maintain the output level to 90 percent video when the light level on the image sensor falls too low to maintain full video output. The camera shall have an adjustment for the AGC to optimize video output under varying conditions.

- **Meantime Before Failure**: Meantime before failure shall be a minimum of 20,000 hours.

- **Operating Temperature**: -34 to +50 degrees C at an outdoor ambient humidity of up to 95 percent, non-condensing.

e. **Lens**: Camera shall be equipped with a variable focal length lens as recommended by the video equipment manufacturer. Motorized auto-iris control and neutral density spot filter shall be provided with each lens. The lens mount shall be standard and compatible with the camera. The iris shall automatically close when power is lost or turned off. It shall be possible to control the lens zoom/focus settings from the cabinet.

f. **Software**: Software for detection zone programming and operation shall be Windows compatible. One software package shall be provided for each video detection system. Software updates/revisions shall be provided to the County as updated by the manufacturer at no additional charge.

g. **Coaxial/Power cable**: Composite, 6 Conductors 2 elements (18awg 5 conductors 7/26 bare copper; 20awg 1 conductor solid bare copper) or equivalent.
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.

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

WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall make evidence of all manufacturers' warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

INSPECTION, ACCEPTANCE AND TITLE
Inspection and acceptance by the County will be at the work site in Arlington County, Virginia and within ten days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored off-site by the Contractor.

Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the County of all work under this
Agreement. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

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 November 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.

TERMINATION FOR DEFAULT
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 fails to perform satisfactorily the Work required, 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 the default within the fifteen (15) days 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. However, 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 in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

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. 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. 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, non-discrimination, 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 there from 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, sexual orientation, 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.

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. 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.

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.

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.

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.

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.

SAFETY

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

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

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

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.
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." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

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. 89-09

B I D   F O R M

PAGE 1 OF 4

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., FEBRUARY 10, 2009

FOR PROVIDING VIDEO DETECTION EQUIPMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE BIDDER AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PROVIDE THE EQUIPMENT, AND PERFORM THE REQUIRED SERVICES, AS SET FORTH IN ACCORDANCE WITH THE SPECIFICATIONS AT THE FOLLOWING PRICES: (ALL PRICES SHALL INCLUDE DELIVERY, PERFORMANCE TESTING, WARRANTY, TRAINING, AND DOCUMENTATION, AS SPECIFIED HEREIN.)

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.

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
<table>
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<th>#</th>
<th>EST. QTY</th>
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**TOTAL BID** $__________

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: ___________________________
<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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<tr>
<td>CITY/STATE/ZIP:</td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
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<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
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<tr>
<td>THIS FIRM IS A: • INSERT NAME OF STATE</td>
</tr>
<tr>
<td>__ CORPORATION, __ GENERAL PARTNERSHIP, __ LIMITED PARTNERSHIP,</td>
</tr>
<tr>
<td>__ UNINCORPORATED ASSOCIATION, __ LIMITED LIABILITY COMPANY,</td>
</tr>
<tr>
<td>__ SOLE PROPRIETORSHIP</td>
</tr>
<tr>
<td>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</td>
</tr>
<tr>
<td>BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:</td>
</tr>
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### Rider Clause

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

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

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

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

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

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

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

#### BIDDER’S AUTHORIZATION TO EXTEND CONTRACT:

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Vendor Name: ____________________________________________