NOTICE OF AWARD OF CONTRACT

TO:
CONTROL TECHNOLOGIES OF CENTRAL FLORIDA, INC.
2109 EM Bomort PARK RD #116
EDGEMOOD, 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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MARCH 1, 2011 and expires on FEBRUARY 28, 2012.

This is the THIRD 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:

REFER TO CONTRACTOR'S BID FORM (ATTACHED)
PRICE ADJUSTMENT FOR EXTENSION OPTIONS BASED ON NOVEMBER CPI-U

ATTACHMENTS:

BID FORM
SPECIFICATIONS EXCERPT

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
TAX IDENTIFICATION NUMBER (EIN/SSN): 59-2038877

COUNTY CONTACT: SHAHIB ABBAS

COUNTY TEL. NO.: 703-228-7588

CONTRACT AUTHORIZATION

DISTRIBUTION

Publication

DATE

BID FOLDER: 1

Procurement Officer

2/4/11
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<th>#</th>
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<td>16</td>
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**TOTAL BID**

$199,782

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

**NAME (PRINTED):** James F. Lampe  **TEL. NO.:** 703 766 2720

**E-MAIL ADDRESS:** Lampe @ chttraffic.com
<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Control Technologies of Central FL, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2109 Comorton Park Rd #116</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Edgewood, MD 21040</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>410-676-7760</td>
</tr>
<tr>
<td>Facsimile No.:</td>
<td>410-676-7761</td>
</tr>
<tr>
<td>Tax ID Number (EIN/SSN):</td>
<td>54-2038377</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>This Firm is a:</th>
<th>[X] Corporation, [ ] General Partnership, [ ] Limited Partnership, [ ] Unincorporated Association, [ ] Limited Liability Company, [ ] Sole Proprietorship</th>
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<table>
<thead>
<tr>
<th>Is Firm Authorized to transact Business in the Commonwealth of VA?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X]</td>
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<table>
<thead>
<tr>
<th>Bidder Status:</th>
<th>Minority Owned:</th>
<th>Woman Owned:</th>
<th>Neither:</th>
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</table>
Solicitation #89-09
Metropolitan Washington Council of Governments
Rider Clause

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

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

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

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

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

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

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

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Vendor Name: Montecell Technologies of Central FL, T</th>
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<tbody>
<tr>
<td>Alexandria, Virginia</td>
<td>Montgomery College</td>
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<tr>
<td>Alexandria Public Schools</td>
<td>Montgomery County, Maryland</td>
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<tr>
<td>Alexandria Sanitation Authority</td>
<td>Montgomery County Public Schools</td>
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<tr>
<td>Arlington County, Virginia</td>
<td>OmniRide</td>
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<tr>
<td>Charles County Public Schools</td>
<td>Prince William County Public Schools</td>
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<td>District of Columbia Public Schools</td>
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<td>District of Columbia Water &amp; Sewer Auth.</td>
<td>Upper Occoquan Sewage Authority</td>
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<td>Fairfax, Virginia</td>
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<td>Washington Metropolitan Area Transit Authority</td>
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<td>Falls Church, Virginia</td>
<td>Washington Suburban Sanitary Commission</td>
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<tr>
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<tr>
<td>Metropolitan Washington Council of Governments</td>
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29
89-09
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:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Image sensor</td>
<td>The image sensor shall be ( \frac{1}{3} \text{ inch} ) charge-coupled device (CCD) or an approved equivalent</td>
</tr>
<tr>
<td>Sensitivity</td>
<td>A useable picture shall be provided with a minimum scene illumination of 0.1 lux with AGC on.</td>
</tr>
<tr>
<td>Resolution</td>
<td>580 lines horizontal and 350 lines vertical minimum.</td>
</tr>
<tr>
<td>Video Signal Output</td>
<td>Shall conform to EIA RS-170 standard.</td>
</tr>
<tr>
<td>Output Impedance</td>
<td>75 ohms ± 5 percent</td>
</tr>
<tr>
<td>Operating Voltage</td>
<td>125 VAC, 60 Hz</td>
</tr>
</tbody>
</table>
• **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 has failed 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.