

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: VALLEY OFFICE MACHINES & EQUIPMENT, INC. 600 CONCORD AVENUE CHARLOTTESVILLE, VIRGINIA 22903	DATE ISSUED: JUNE 11, 2013
	CURRENT CONTRACT NO: 721-13
	CONTRACT TITLE: CIRCUIT COURT - FOR THE RECORD DIGITAL RECORDING

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.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 1, 2023.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO PARAGRAPH 5 of Agreement No. 721-13 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: PETER HUDDLESTON

VENDOR PAYMENT TERMS: NET 30 DAYS


COUNTY CONTACT: CLIFFORD KLEBACK

TELEPHONE NO.: 703-228-7082

EMAIL: CPKLEBACK@ARLINGTONVA.US

CONTRACT AUTHORIZATION

DISTRIBUTION



Delphine Lambert
Buyer

06/26/13
Date

VENDOR: 1
BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: Valley Office Machines & Equipment, Inc. ("VOM"), 600 Concord Avenue, Charlottesville, Virginia 22903 ("Contractor") (collectively the "parties").

1. The Contractor shall provide the following services:

Provide Digital Recording software (ForTheRecord): The Contractor shall upgrade the current FTR Gold 5.4 Audio one channel recording system to be able to record in four separate channels. The Contractor shall install the latest version of FTR Reporter software on a new recording system and configure a new four channel sound card/mixer for optimum sound recording quality.

The Contractor shall reconfigure each system with a backup data source in case of a system failure and add a UPS in case of a power outage in the courtroom so recordings won't be lost in either event.

The Contractor shall provide FTR Courtroom User Training, FTR Player User training, and FTR Power User training.

The Contractor shall provide support for the FTR Digital Recording systems. Designated Arlington employees shall be able to access the Contractor Help desk support from 8a.m.-5p.m. EST at no charge.

The county will provide Cabling run from the audio with 4 separate channels of audio at +4 to +10db, terminated in the Male XLR connectors in the courtrooms at the location of the FTR Recording system. All four courtrooms will need to be installed on the same day.

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no services are required.
3. The Contractor's provision of these services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Clerk of the Arlington County Circuit Court.
4. The Contractor shall provide the services designated in Paragraph 1 and any attachments beginning on MAY 3, 2013, and, unless terminated as provided below, shall continue until MARCH 1, 2023.
5. For services rendered provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor in accordance with Exhibit B. Payment to the Contractor shall be net thirty (30) days from

receipt by the County of a correct invoice from the Contractor, and acceptance by the Project Officer of the services provided.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. 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 Agreement:

- 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 Agreement; 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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, 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 as those contained in this Agreement 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.

8. This Agreement may be terminated upon fifteen (15) days written notice to the Contractor from the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine in his/her sole discretion that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to receipt of such termination notice.

9. The County shall have the right to terminate this Agreement immediately if the Contractor fails to provide satisfactory goods or

services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including: (1) costs required to be expended by the County to complete the Work covered by the Contract; (2) costs of delay in completing the Project; or (3) costs for repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- X Workers Compensation-Standard Virginia Workers Compensation Policy.
- X Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- X Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.

12. 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 Virginia or federal 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 this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it 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 shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. 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 publicly- and privately-provided services and activities.

14. During the performance of this Agreement, 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 marijuana or any other controlled substance 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 in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of any non-appropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, 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 Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit

Court for Arlington County, Virginia, and in no other court or jurisdiction.

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

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

TO THE CONTRACTOR:

Peter Huddleston
Valley Office Machines & Equipment, Inc
600 Concord Avenue
Charlottesville, Virginia 22903

TO THE COUNTY:

Clifford Kleback, Project Officer
Arlington County Circuit Court Clerk's Office
1425 N. Courthouse Road
Suite 6100
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any or all of its right, title or interest therein, without prior written consent of the County.

32. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

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

35. SOFTWARE LICENSE TERMS

Any software license to be executed by the County with the Contractor shall contain the following terms:

A. LICENSE GRANT

In connection with the transfer of possession of the software package provided pursuant to this Contract, the Contractor hereby grants to Arlington County a non-exclusive perpetual license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package.

B. OWNERSHIP

The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the

original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of the County without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in a single-user computer system.

The County agrees not to reverse compile or disassemble the Software.

The County agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

C. COPYING RIGHTS

The County may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

D. TERM

The term of this license agreement is for as long as the County uses the Software for its intended purpose. This license may be terminated by the County without further liability upon thirty (30) days prior written notice. The Contractor may terminate this license if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

E. SOFTWARE WARRANTY AND MAINTENANCE

The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Contract remains effective.

36. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so result in such amounts being withheld from any amounts due to Contractor under this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

VALLEY OFFICE MACHINES & EQUIPMENT

SIGNED: _____

SIGNED: _____

PRINTED NAME: RICHARD D. WARREN, JR.

PRINTED NAME: _____

PRINTED TITLE: PURCHASING AGENT

PRINTED TITLE: _____

DATE: _____

DATE: _____

EXHIBIT B
PRICING SHEET

For the services described in paragraph 1, the County will pay \$3, 445.00 per unit, for a total of \$13,780.00 for the four (4) channels.

The cost for Onsite FTR Courtroom User Training, FTR Player User Training and FTR Power User Training shall be included in the unit price above.

If Onsite work is required by the County Project Officer, it shall be charged at a rate of \$1,000.00 per day which shall include both travel time and expenses unless overnight stays are required and then expenses (meals and hotel costs) are billed at our actual costs. All jobs that require overnight stays must be approved in writing by a designated Arlington County representative and a Contractor representative.

Daily rate shall include all direct and indirect costs.

The Contractor shall start performing the services only after receipt of a valid County Purchase Order.

PRICE ADJUSTMENTS

The Contract rates shall be firm for the first thirty-six (36) months, subsequent months shall be negotiated by the County and the Contractor. Requests for Increases in the Contract rates for ensuing months shall be submitted in writing to the Purchasing Agent at least sixty (60) days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. Increase 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 January of each year of the contract. Rate increase shall not exceed a cumulative total of ten percent (10%) over the entire duration of this Agreement.

If the Contractor and the County do not agree on contract rates increase after the initial rate using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial rate schedule, the County may in its sole discretion terminate the Contract. The contract rates that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the agreement.

Sole Source Justification – Valley Office Machines

Upgrade/Replace Existing ForTheRecord© hardware/software in four courtrooms Cost: \$13,780.00

In 2009, the Circuit Court installed ForTheRecord© (“FTR”) software (and required hardware) in each of the courtrooms on the 10th Floor of the Courthouse. The software was installed by the Whitlock Group (“Whitlock”), the general contractor for the Circuit Court courtroom technology upgrade effort and at the time, an authorized FTR dealer. (Whitlock was chosen to handle the technology upgrade effort in accordance with the County’s competitive procurement policies.)

During installation, it was noted that the existing computers in the 10th floor courtrooms could not adequately support the FTR system, which is designed to record in four-channels so as to ensure accuracy of recordings and easier transcription. With the assistance of FTR Limited, Whitlock, and Arlington’s Department of Technology Services, a workaround was reached which permitted limited use of the software on one-channel instead of the preferred four-channels.

Although usable, limitation of the software’s capabilities in this respect has greatly reduced the Court’s ability to utilize the software for its intended purposes. The County’s upgrade to Windows 7 has further limited compatibility of the existing product as configured, totally precluding use of the product to transcribe court proceedings (and generate associated fees) without the upgrade sought.

Beginning in September 2011, Whitlock was replaced by Valley Office Machines as the authorized FTR reseller in Virginia (see attached 9/19/11 letter from FTR Limited). Valley Office Machines has provided a quote in the amount of \$13,780.00 to upgrade the current FTR Gold 5.4 Audio systems in each of the four Circuit Courtrooms to record in four separate channels utilizing dedicated FTR recording computers. For this same price, Valley Office Machines will also reconfigure each system with FTR backup capability to preserve recordings in the event of a system failure. As FTR is compatible with the County’s existing OnBase records management database, this upgrade will enable the Circuit Court to integrate FTR’s capabilities within OnBase as part of the planned transition to electronic court records, providing courtroom staff with the ability to record proceedings and save them directly into the existing electronic court file.

At the present time, Valley Office Machines is the **only** authorized reseller of FTR in the Commonwealth of Virginia. FTR is the system currently used by both the Arlington County government and the Circuit Court, as well as the primary software utilized by most Circuit Courts in the Commonwealth of Virginia for in-house recording of court proceedings. (see attached list). Circuit Court staff have been trained and know how to use the existing FTR system. Valley Office Machines will provide additional troubleshooting and training to staff once the systems are upgraded. Transition to another product at this time would be time consuming and expensive, as the price quoted is for upgrade services only and does not envision removal of the existing system or installation of a new system.

Circuit Court will fund this initiative through grant funding or existing operational funds, so that no additional County resources will be required to fund this initiative. Sole source award of this procurement to Valley Office Machines is the only way the Circuit Court can upgrade the existing technology, restore functionality of the system, and fully utilize the recording capabilities already installed in the courtrooms.



12/20/2012

Arlington County Circuit Court
Attn Clifford Kleback:

Cliff,

Valley Office Machines is the only FTR Gold Certified reseller in Virginia. They are also a Premiere Partner, which is the highest level of certification a reseller can achieve. They can fully support, sell, and maintain any and all FTR products.

Please let me know if any questions.

Thanks!

Ron DaLessio
Sr Manager, Sales Operations
FTR Limited
877-650-0958 ext 224
Rdalessio@fortherecord.com

2700 North Central Avenue
Suite 810
Phoenix, Arizona 85004
TOLL FREE 877.650.0958
LOCAL 602.385-3846
FAX 602.385.4990
www.fortherecord.com

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your Income tax return) Valley Office Machines & Equipment, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 600 Concord Ave. City, state, and ZIP code Charlottesville, VA 22903	
Requester's name and address (optional)		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
Employer identification number	
54	0853640

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Linda C. Shuffert</i>	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



QUOTE
Date: January 4, 2013

TO		Arlington Circuit Court 1425 North Courthouse Road Arlington, VA 22201			Attn: Cliff Kleback		
SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE	
PH			FOB Destination		Net 30		
QTY	ITEM #	DESCRIPTION			UNIT PRICE	DISCOUNT	LINE TOTAL
4		VOM will upgrade the current FTR Gold 5.4 Audio two channel Recording systems to be able to record in four separate channels. VOM will install the latest version of FTR Reporter software on new recording systems and install and configure a new four Channel Sound Card/Mixer for optimum sound recording quality. VOM will also reconfigure each system with a backup data source in case of a system failure and add a UPS in case of a Power Outage in the courtroom so recordings won't be lost in either event.			\$3,445.00		\$13,780.00
		Training					
		Onsite FTR Courtroom User Training, FTR Player User Training and FTR Power User Training			Inc.		
Arlington will need to have cabling run from the audio with 4 separate channels of audio at +4 to +10db, terminated in Male XLR connectors in courtrooms at the location of the FTR Recording system. All four Courtrooms will need to be installed on same day						TOTAL	\$13,780.00
Subject to our Credit Department approval. This quotation is made for immediate acceptance and is subject to change without notice. Deliveries may be subject to delays from fires, strikes or other causes beyond our control. To accept this quotation please sign here:							
Name				Date			

