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

CONTRACT AWARD COVERPAGE

TO: GovOS, Inc.

801 N. Capital of Texas Highway

Austin, Texas 78731

DATE ISSUED: April 3, 2023

CONTRACT NO: 22-CCT-RFP-700

CONTRACT TITLE: Land Records Recording System

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 documents consist of the terms and conditions of AGREEMENT No. 22-CCT-RFP-700 including any attachments or amendments thereto.

EFFECTIVE DATE: April 3, 2023
EXPIRES: April 2, 2028
RENEWALS: THIS IS A FIVE-YEAR CONTRACT WITH ANNUAL RENEWALS FOR EACH YEAR IN WHICH THE COUNTY CONTINUES TO USE THE SOFTWARE.
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 22-CCT-RFP-700

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

VENDOR CONTACT: Brian Szymanski

EMAIL ADDRESS: brian.szymanski@govos.com

COUNTY CONTACT: Christina Dietrich

COUNTY CONTACT EMAIL: cdietrich@arlingtonva.us

VENDOR TEL. NO.: (214) 442-6668

COUNTY TEL. NO.: (703) 228-4378

PURCHASING DIVISION AUTHORIZATION

Cynthia Davis   **Title: Assistant Purchasing Agent**   **Date: April 3, 2023**

ARLINGTON COUNTY, VIRGINIA
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 22-CCT-RFP-700

THIS AGREEMENT is made, on April 3, 2023 between GovOS, Inc., 8301 N. Capital of Texas Highway, Austin, Texas 78731 ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1.   CONTRACT DOCUMENTS
The "Contract Documents" consist of:

     This Agreement
     Exhibit A – Scope of Work
     Exhibit B – Contract Pricing
     Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
     Exhibit D – Functional Requirements

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2.   SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide a Land Records Recording System and Public Database Interface. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3.   PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4.   CONTRACT TERM AND PHASING
Time is of the essence. The Work will commence on April 3, 2023 ("Execution Date"), for detailed scheduling of the project by the parties, to be completed within 30 days of the Execution Date. Following

the scheduling of the Work, the implementation phase shall begin, with a County-approved go-live date no later than May 1, 2024.

The Initial Contract Term will begin on the Execution Date and run for five years. The software maintenance services detailed in the Scope of Work will begin in year two and continue through the Initial Contract Term.

Upon satisfactory performance by the Contractor, the County may, through issuance of a bilateral Notice of Renewal, authorize renewal of the Contract for purposes of software maintenance for each year in which the County continues to use the software, each a Subsequent Contract Term. The Contract shall be renewed for any Subsequent Contract Term under the same contract number, with no ability to make additional purchases of equipment or services.

5.   CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6.   CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm throughout the Initial Contract Term, the last day of which will be the Price Adjustment Date. To request a price adjustment for the next year's renewal, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may elect not to renew the Contract, whether the County has previously elected to renew the Contract's term.

7.   PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8.   REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9.   PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 to the subcontractor that remain unpaid after seven 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 subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 this section 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.

10.   NO WAIVER OF RIGHTS
The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11.   NON-APPROPRIATION
All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12.   ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR
This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items

or services through those contract(s).

13.   COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14.   BACKGROUND CHECK
All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15.   REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS
The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16.   EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of its work pursuant to this Contract:

A.   The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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.   Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

C.   The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

D.   The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment

and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state, and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

21. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt

pursuant to a valid reasonable accommodation under state or federal law.

22. <u>TERMINATION</u>

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services, or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. <u>TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE</u>

1. <u>Termination for Unsatisfactory Performance</u>. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

   In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. <u>Termination for Breach or Default of the Contractor</u>. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

   Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

3. <u>Termination for Breach or Default of the County</u>. The Contractor may terminate the Contract for default or breach by the County of any Contract provision or condition if such provision or condition is not cured within 15 days following written notice from the Contractor to the County detailing such default or breach. Such termination will be immediate after notice of termination to the County following a failure to timely cure the default or breach.

Unless otherwise agreed upon in writing, the Contractor will stop work on the date of the County's receipt the notice of the termination.

B. <u>TERMINATION FOR THE CONVENIENCE OF THE COUNTY</u>

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

23. **INDEMNIFICATION**

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

24. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited

to, copyright, patent, mask, and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work, or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

25.   LIMITATION OF LIABILITY
Except for the Contractor's indemnification obligations contained in this Contract, in no event shall either party by liable under this contract to the other party for any incidental, consequential, indirect, statutory, special, or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, loss business opportunities, damage to good will or reputation, or loss of data, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. Additionally, except for indemnification obligations arising under this Contract or claims of personal injury or death, in no event will the liability of the Contractor arising out of any claim related to this Contract or the subject matter hereof exceed the aggregate amount paid by the County hereunder in the twelve (12) months immediately preceding the event giving rise to such claim. If any applicable authority holds any portion of this section to be unenforceable, then the Contractor's liability will be limited to the fullest possible extent permitted by applicable law.

26.   SUBSCRIPTION FOR APPLICATIONS
Provided the County has timely paid invoices pursuant to this Contract, for all applications provided by the Contractor pursuant to the Scope of Work (the "GovOS Applications"), the Contractor grants, and the County hereby accepts, a nonexclusive, nontransferable, revocable subscription to the GovOS Applications on the terms and conditions set forth in this Contract. The subscription provided is only for the use of the County.

The County shall only allow administrative access to employees of the County who are authorized to use the GovOS Applications and who are trained in the use, confidentiality, security and protection of the GovOS Applications and related content ("Authorized Persons"). The County agrees to make all reasonable efforts to require all Authorized Persons to comply with the terms of this Contract. The GovOS Applications, including all text and other non-County content therein ("Content') may not be reproduced, transcribed, duplicated or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of the Contractor. The County acknowledges that with respect to the GovOS Applications that the County is getting a subscription agreement for access to the application(s). The Contractor will not be delivering copies of the GovOS Applications to the County.

27.   COPYRIGHT; RESERVATION OF INTELLECTUAL PROPERTY RIGHTS
Except as indicated below, by this Contract, the Contractor irrevocably transfers, assigns, sets over and

conveys to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.
The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

Notwithstanding anything to the contrary contained in this Contract, the County acknowledges that in providing the Work, the Contractor utilizes: (a) the name, logo and domain name of the product names associated with the Work and other trademarks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively "Contractor Technology") and that the Contractor Technology is covered by intellectual property rights owned or licensed by the Contractor ("Contractor IP Rights"). Other than as expressly set forth in this Contract, no license or other rights in the Contractor IP Rights are granted to the County, and all such rights are hereby expressly reserved.

28.   OWNERSHIP OF WORK PRODUCT
This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.
The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

29.   DATA SECURITY AND PROTECTION
The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state, and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor, and use appropriate administrative, technical, and physical security measures to control access to and to preserve the confidentiality, privacy, integrity, and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records;

personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

(a) **County's Non-Disclosure and Data Security Agreement**. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

(b) **Use of Data**. The Contractor will ensure against any unauthorized use, distribution, or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

(c) **Data Protection**. The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

(e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County

Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

(f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.

(g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

30. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; 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 procurement 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.

31. COUNTY EMPLOYEES
No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

32. FORCE MAJEURE
Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

33. AUTHORITY TO TRANSACT BUSINESS
The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

34. RELATION TO COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants, or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

35.   ANTITRUST
The Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

36.   REPORT STANDARDS
The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:
- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers

avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

37.   AUDIT
The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

38.   ASSIGNMENT
Other than with regard to assignment to a corporate affiliate or in the event of the sale of all, or substantially all of the Contractor's assets, the Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations, or interests under this Contract without the prior written consent of the County.

39.   AMENDMENTS
This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40.   ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

41.   DISPUTE RESOLUTION
All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board, or a court of law.

42.   APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

43.   ARBITRATION
No claim arising under or related to this Contract may be subject to arbitration.

44.   NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

45.   NO WAIVER
The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

46.   SEVERABILITY
The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence, or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

47.   ATTORNEY'S FEES
In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

48.   SURVIVAL OF TERMS
In addition to any statement that a specific term or paragraph survives the expiration or termination of

this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

49.   HEADINGS
The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

50.   AMBIGUITIES
The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

51.   NOTICES
Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified, or registered and addressed as follows:

TO THE CONTRACTOR:
GovOS, Inc.
Brian Szymanski, Enterprise Account Executive
8301 N. Capital of Texas Highway
Austin, Texas 78731
Phone: (214) 442-6668
Email: RFP@GovOS.com

TO THE COUNTY:
Christina Dietrich, Project Officer
1425 N. Courthouse Road, Suite 6200
Arlington, Virginia 22201
Phone: (703) 228-4378
Email: cdietrich@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

52. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

53. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

55. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development, or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

56. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

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

b.   Commercial General Liability - $1,000,000 per occurrence, with $1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

c.   Employer's Liability - $500,000/accident, $500,000/disease.

d. Business Automobile Liability - $1,000,000 combined single-limit (owned, non-owned and hired).

e. Products Liability – 1,000,000 CSL BI/PD each occurrence. $1,000,000 annual aggregate.

f. Completed Operations - $1,000,000 CSL BI/PD each occurrence $1,000,000 annual aggregate.

g. Miscellaneous E&O/ Professional Liability $1,000,000 per occurrence/claim.

h. Cyber Insurance - $2,000,000 per occurrence/aggregate.

e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.
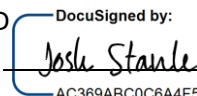
57.   COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON   GOVOS, INC.
COUNTY, VIRGINIA

AUTHORIZED   AUTHORIZED
SIGNATURE: *Cynthia Davis*   SIGNATURE: *Josh Stanley*
              ─02CC7A8A62DB466...   ─AC369ABC0C6A4F5...
NAME: Cynthia Davis   NAME: Josh Stanley

TITLE: Assistant Purchasing Agent   TITLE: CFO

DATE: 4/3/2023   DATE: 4/3/2023

EXHIBIT A

SCOPE OF WORK

A. General
1. The Contractor must provide a comprehensive systems solution to record land records, judgments, and financing statement for the County.
2. The system must accept fee and tax payments for those filings, both from documents presented in paper and documents submitted electronically through e-recording companies.
3. The Contractor must provide the County with an application that includes an interface for court staff and external customers to view recorded documents uploaded daily into the database as well as the two million-plus documents in its existing records database. The database of recorded documents must be searchable and accessible to external customers by subscription as well as to internal staff.
4. The Contractor must provide a system for the County that is a commercial off- the-shelf (COTS) integrated system.
5. The Contractor must provide a document storage and management system with a built-in data extract tool that enables the County to successfully download daily all documents and index data recorded to our local file storage, OnBase, that mirrors the Contractor's stored data.
6. The Contractor must provide a system that provides the following interfaces with:
   a. The County's Department of Real Estate Assessments to exchange property information daily
   b. The Commonwealth of Virginia Financial Accounting System for payments.
   c. Third-party vendors and remote recorders
   d. The City of Falls Church to exchange property information.
7. The Contractor must meet all Functional Requirements, per contractor's RFP submission Exhibit D.
8. The Contractor must provide the ability to display subscription modification information and must allow setting an expiration date on subscribed users in a future release.

B. Implementation Support
1. The Contractor must work with the County to develop and complete an approved implementation plan no later than 30 days from the contract's full execution date.

2. The Contractor must provide on-site customer support for 12 weeks through testing, training and post go-live phases. This resource will be the County's designated support resource but may assist in supporting other customers, as time allows.
3. The Contractor's team for discovery and requirements gathering must include at least a Configuration Specialist, a Product Manager, and a Data Conversion Specialist.

4. The Contractor's team for delivery and testing must include at least a Configuration Specialist and Product Manager.

5. The Contractor's team during the four-to-six-week testing and training period, must include at a minimum, a Configuration specialist, a Product Manager, and a Trainer.

C. Scheduled Maintenance
1. The Contractor must perform scheduled maintenance and software deployments to the recording system during off-business hours and must not impact system availability no more than 15 minutes or less.

2. The Contractor's scheduled maintenance and software deployments to the public facing search system must not require a maintenance window or bringing the site off-line.

D. Service Level Targets

1. The Contractor must meet or exceed the service level targets set forth below:

Severity Level	Description	Response Target	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non- urgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

E. Service Credits

1. If the Contractor fails to meet a 99.5% availability for all cloud-based applications as measured per calendar quarter, The County will receive a 3% service level credit for the subsequent measurement period. The service level credit must be applied to the following 3-month Service Level Agreement ("SLA") measurement period monthly fees. Outages due to third parties or out of the Contractor's control must l not be included in calculating availability time for purposes of determining a service level credit.

2. To receive the service level credits described above, The County will notify the Contractor within 30 days from the time the County becomes eligible to receive a service credit.

F. Security Breach Incidents

1. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, the Contractor verifies an incident that either compromises or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of Customer data ("Security Incident"), the Contractor must promptly, and no in event more than one-business day, notify the County of its discovery.

2. After such notification, the Contractor must, at its own expense, immediately: investigate to determine the nature and extent of the Security Incident; contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to the County, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what the Contractor has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action the Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

3. The Contractor must continue to provide periodic and material updates to the County. The Contractor must confer with the County, unless prohibited by law, to coordinate any regulatory or individual breach notifications.

G. Optional Services

1. At the County's discretion, the Contractor must integrate credit card payment processing with Paymentus or its then current payment processing vendor.
2. At the County's discretion, the Contractor may provide additional on-site professional services on an as-needed basis.

Exhibit B
Contract Pricing

Line Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
1	**Implementation and set-up cost or hosting fees** *Cloud SAAS subscription fee includes all components.*	$125,000	$131,250	$137,812.50	144,703.13	$151,938.29	$690,703.92 Pricing includes 5% YOY increase
2	**License fee** *Included in subscription fee*	$0	$0	$0	$0	$0	$0
3	**Itemized customization**	$0	$0	$0	$0	$0	$0
4	**Maintenance and technical support** *Included in subscription fee*	$0	$0	$0	$0	$0	$0
5	**Training** *Included in subscription fee*	$0	$0	$0	$0	$0	$0
6	**Hardware, if any** *No hardware. Cloud-native application Microsoft Azure*	$0	$0	$0	$0	$0	$0
7	**Cost to add additional users** *Unlimited Site Licensing*	$0	$0	$0	$0	$0	$0
8	**Other (Integration, when applicable, with Paymentus)**	$0	$0	$0	$0	$0	$20,000
						Total	**$690,703.92**

Hourly rates for as-needed services, including transition services.

Position	Rate
GovOS Offers a single rate for customization, training, and conversion services. Our annual re-occurring fee includes onboarding services.	$140 / Hr.

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of GovOS, Inc. "Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction, or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No.22-CCT-RFP-700 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence, or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination, or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination, or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents, and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state, and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation, or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _Josh Stanley_ (DocuSigned by, AC369ABC0C6A4F5...)

Printed Name and Title: _CFO_

Date: _4/3/2023_

Exhibit D
Functional Requirements

Requirement/function/ feature	Offeror Response	Delivery Method	Third-Party Specifics	Cost Estimate	Comments
The system will allow Circuit Court staff to record land record transactions, financing statements, and judgments for Arlington County and City of Falls Church.	Yes	O	None	N/A	GovOS Cloud Records is a true cloud-native, browser-based Land Records Management system that is highly configurable workflow driven application. The GovOS Cloud Records system exists as a single version of core code, with each customer setup as a tenant of the system. As a tenant of the system Arlington County's configuration will be built around recording Land Records, Financing Statements and Judgments, as well as accepting copy requests and other County/City tasks.
The system will have a searchable database in which CCT staff and external customers can search historical records and newly recorded documents, encompassing deeds, financing statements, and judgments.	Yes	O	None	N/A	GovOS Cloud Records includes built in highly secure staff level search engine and a separated, highly secure public facing search engine, that will allow access to historical and newly created records recorded in Arlington County.
The system will utilize Arlington County's OnBase document database for storage and retrieval of documents or propose an alternate solution for both historical and current document storage that has a 5 plus year record of use in at least two Virginia jurisdictions.	Yes	O	None	N/A	GovOS Cloud Records provides an integrated and Land Records optimized document management system is a cloud native implementation utilizing the security, scalability and availability required of a mission critical system. This system is in use in over 30 counties and has been in use since 2015.Almost all counties use the system for current and historic document storage and management. Should Arlington County desire the export of content for import into onBase, Cloud Records allows for exports of document content and index data. This can be run daily if required, to populate an onBase repository.
Circuit Court staff, county users, and subscribers will be able to view documents from OnBase through the recording and database user front end, or other system	Yes	O	None	N/A	GovOS Cloud Records' public and staff search tools will replace the OnBase system with a highly secure, Cloud-based application that will enable staff, users and subscribers to view recorded (new and historic) documents.

per previous alternative requirement.					
The system must use TIFF image file format, or other formats if above alternative requirements are proposed.	Yes	O	None	N/A	GovOS Cloud Records uses TIFF formatted images as standard.
System will accept files from Arlington County Real Estate Assessments office	Yes	O	None	N/A	GovOS Cloud Records will be configured to accept incoming files from the Real Estate Assessments Office.
System will accept and incorporate files from Falls Church assessment office	Yes	O	None	N/A	GovOS Cloud Records will be configured to receive files from the Falls Church Assessment Office.
System will interact with e-recording companies to accept submissions and payments for Land Records, Financing Statements, and Judgments	Yes	O	None	N/A	GovOS Cloud Records e-recording system is built into the Land Records system, and orders transmitted from Arlington's e-recording partners will appear in the same queues as over the counter and mail on recordings are processed in. Additionally, the GovOS e-recording portal has partnerships will all the main e-recording submitters and can be configured to accept e-recording submissions from local title companies, if required.
System will be able to update fee and tax calculations as mandated by the Comm. of Va.	Yes	O	None	N/A	GovOS Cloud Records will be configured to calculate the fees, as currently defined by the Comm. of Va., and any future changes will be accommodated as part of our standard support and maintenance services.
System will be able to interact with service that redacts social security numbers or provide alternative service to achieve redaction standards.	Yes	O	None	N/A	GovOS Cloud Records includes two redaction processing options: 1. Automated redaction, which will identify candidates and present them to authorized users for review. This process works at time of recording, and again at the time of copy request processing 2. Manual redaction, which allows staff to pick up NPI data that an automated system might have missed (e.g. an SSN penciled in a margin).
Application will be resilient to short internet interruption without losing documents and	Yes	O	None	N/A	The GovOS Cloud Records system is fully transactional and is designed to respond to interruptions and outages caused through a reliance on the cloud infrastructure. This includes

transaction information.					everything from momentary delays due to local bandwidth issues up to full geographic distribution to support automatic rollover should a major internet hub or datacenter become unavailable. GovOS does encourage, and we work with our customers to ensure a high degree of availability with local networks and internet circuitries. This approach provides a very high degree of system availability.
The system should support bar-coding.	Yes	O	None	N/A	GovOS Cloud Records creates and processes barcodes for all document types. Barcodes can be printed on coversheets, labels or trailer pages as needed.
System will accept electronic payment transactions, credit card and cash payments, and produce reports and records of those transactions.	Yes	O	None	N/A	GovOS Cloud Records is a fully integrated cashiering package, with support for multiple payment methods. All transactions are given complete audit trails, and a full suite of financial reports is included with the application.
System will generate reports to meet state, local, and internal reporting requirements. Reports will be by date, type of transactions, dollar amounts. It will be able to provide additional reports, upon request, based on standard input fields.	Yes	O	Microsoft SSRS Report Services	No Addition al Charge	GovOS Cloud Records uses Microsoft SSRS. All reports are by date, and list transactions based on the report type. GovOS also provides a materialized view of GovOS Cloud Records database, for ad-hoc report creation. Additionally, as the GovOS Cloud Records database uses Microsoft SQL Server, any SQL Server approved report builder, including Crystal Reports or Business Objects, may be used by Arlington County, if there is a county preferred SQL Report writer already in use.
CCT administrators will be able to generate reports to monitor staff workloads.	Yes	O	Microsoft SSRS Report Services	No Addition al Charge	GovOS Cloud Records provides a suite of employee performance and workload reports.
The system will provide workflow queues for management to monitor workloads for recording, indexing, and quality assurance.	Yes	O	None	N/A	GovOS Cloud Records is a workflow queue driven system, and all queues have open workflow counts visible at the top of the main screen, for monitoring purposes.
System will support both in-office and telework recording, indexing, and quality assurance.	Yes	O	None	N	GovOS Cloud Records was designed from the outset, to enable remote secured access to the recording system's workflow queues. This applies to processing any recordings submitted

					by e-recording submitters, all document indexing, and index verification tasks.
Recording Land Records, Financing Statements, Judgments					
System will receive electronic submissions of land records, financing statements, and judgments.	Yes	O	None	N/A	GovOS Cloud Records e-recording system is built into the Land Records system, and orders transmitted from Arlington's e-recording partners will appear in the same queues as over the counter and mail on recordings are processed in. Additionally, the GovOS e-recording portal has partnerships will all the main e-recording submitters and can be configured to accept e-recording submissions from local title companies, if required.
System will allow staff to record paper submissions of land records, financing statements, and judgments.	Yes	O	None	N/A	GovOS Cloud Records order processing queue allows users to create new recordings, for mail in and walk in customers. This process will follow the same workflow as electronic documents. The paper-based processes may be recorded and scanned, or scanned and recorded, depending on county preferences.
Index information will be entered either during electronic submission or from paper document or later.	Yes	O	None	N/A	GovOS Cloud Records allows users to enter indexing data at the time of document receipt, through e-recording submissions, if the submitter includes indexing data, or later after batch scanning of larger numbers of documents for example.
CCT staff must be able to add or modify the index information for the documents in the indexing queue and mark them as complete.	Yes	O	None	N/A	When a document or set of documents are selected for indexing in GovOS Cloud Records, the indexer will be able to add new or modify any previously entered index data. Once all documents in the selection have been processed, and the user marks them as complete, the system will update the document(s) status and move them automatically to the next step in the workflow.
CCT staff must be able to retrieve all the information relevant to the complete document and quality check on them. If an issue is found, the user will be able to route the document to	Yes	O	None	N/A	By default, all indexed documents will be moved to an Index Verification queue in GovOS Cloud Records. This process allows Arlington County to either sight verify the indexer's work or re-key (blind verify) the indexers work. In both the indexing queue and the verification queue, if an issue is discovered with the scanned image,

rescan queue or reindex queue and then update.					the document can be re-routed to the scanning step for corrections. The verification queue is designed to prevent the need to re-route documents for reindexing if they are not yest verified. If a document is later discovered to have indexing errors, even after verification, it can be submitted to the indexing queue for re-indexing.
CCT staff will be able to select the type of document during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records will be configured to use Arlington County's existing document type codes, and staff will be able enter/select these codes at the time of recording.
CCT staff will be able to select the tax-exempt code during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records will apply the tax-exempt code, when a user selects it during recording, otherwise taxes will be required.
CCT staff will be able to verify the tax exemption based on the code selected during the recording of Deeds.	Yes	M	None	N/A	GovOS Cloud Records will require development to meet this criteria, and detailed requirements gathering with Arlington County will be required to ensure accurate integration.
CCT staff will be able to type in the number of text pages during the recordings.	Yes	O	None	N/A	GovOS Cloud Records requires several pages to be entered both for fee calculations and scanning validation, so staff will always be required to enter a number, unless the documents included page counts, when submitted electronically.
CCT staff will be able to type in the number of plat pages during the recordings and have system auto generate appropriate fees based on number of plats and fee per plat.	Yes	O	None	N/A	GovOS Cloud Records requires several pages to be entered both for fee calculations and scanning validation, so staff will always be required to enter a number.
CCT staff will have the ability to type in the Grantor, Grantee, RPC, Consideration, and References during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records can be configured to enable staff to index data at time of recording. If desired by Arlington County, the indexing fields may be configured as required fields, ensuring staff enter these data elements before recording the document. Data entered at this time will travel with the document during all workflow steps.

CCT staff will be able to verify the New Amount, Original Amount and Assumption Balance calculated based on the entered data during the recording of Deeds.	Yes	M	None	N/A	GovOS Cloud Records will require some development to ensure we meet the exact rules when it comes to determining which amount to base the tax calculations on. Detailed requirements gathering will be part of the Arlington County onboarding process.
The system will calculate multijurisdictional transactions, including transactions that involve Arlington County and City of Falls Church (we record for both of these jurisdictions.) The system will calculate the appropriate fees and taxes for these transactions.	Yes	O	None	N/A	GovOS Cloud Records will automatically calculate the split between the county and the city, when the city is identified as part of the recording of these documents.
CCT staff will be able to look up the property by RPC number during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records will be configured to integrate with the Assessor System, to look up RPC numbers as part of the Arlington County Onboarding Process.
CCT staff will have the option to override taxes/fees during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records will allow the user to override tax amounts during data entry and allow authorized users to override the fee amounts during cashiering.
CCT staff will have the option to select No Charge during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records will allow authorized users to override the fee amounts during cashiering.
CCT staff will be able to verify the calculated fees based on the information input during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records displays the fee formulas used, next to the document fee grids, for instant verification.
CCT staff will have the ability to add multiple RPC numbers to the deed during the recording of Deeds.	Yes	O	None	N/A	GovOS Cloud Records allows multiple RPC numbers to be added to the recording.
During recording and indexing, the system will provide the ability to view the document	Yes	O	None	N/A	When a document has an image (electronically received, scanned before recording) that image will be visible in the image viewer built into the document recording screen, alongside

image and indexing fields, simultaneously.					the indexing data. Images are always visible alongside the images in indexing and verification.
The system will have the ability to block Judgments from being recorded in Land Records, and vice versa.	Yes	O	None	N/A	GovOS Cloud Records will be configured to process Judgments as their own Order Item Type, and Judgment documents will not appear in Land Records and Land Record documents will not appear in Judgments.
The system will have the ability to have keystroke shortcuts during the recording process and during saving.	Yes	O	None	N/A	GovOS Cloud Records includes a complete set of shortcut keys, as well as offering the ability to configure shortcut keys as desired by Arlington County.
The system will have the option to add commonly indexed names to a shortcut list for easier indexing.	Yes	O	None	N/A	GovOS Cloud Records automatically adds index names to a built-in indexing data dictionary. As users enter common names, they will be shown a matching list for selection, when entering index data.
CCT staff will have the ability to add to this shortcut list of indexed names.	Yes	O	None	N/A	GovOS Cloud Records automatically adds index names to a built-in indexing data dictionary. Authorized users can also mark entries in these lists as disabled, should the need arise.
CCT staff will have the option to select a receipt and label.	Yes	O	None	N/A	GovOS Cloud Records allows for receipt and label reprinting during the recording process, or from the built-in order search tool, at any time in the document's workflow.
CCT staff will have the ability to search past rejections while in a batch of document(s).	Yes	O	None	N/A	GovOS Cloud Records does not delete transactions, including rejected transactions; so, rejections may be retrieved and reviewed or even resubmitted for corrections (paper based) from the built-in order search tool.
System offers the ability to alert CCT staff if a batch of documents has been rejected previously.	Yes	C	None	N/A	Because each package is given a unique identifier to allow for tracking, determining whether the package has been resubmitted and notifying users of that is not built into e-Recording. However, GovOS Cloud Records can be configured to require staff to enter GF Numbers/Loan Numbers. When an e-Recording is processed, staff will enter the number (alpha-numeric are supported) and that will be trackable. GovOS Cloud Records has built in search capabilities that allow tracking of orders by this number, therefore, if a

					submitter sends the same loan back for processing, staff will be able to easily search for that loan number, to determine whether the package has been previously submitted.
CCT staff will be able to send a receipt by email from the system, after the document was recorded.	Yes	O	None	N/A	GovOS Cloud Records allows a customer to request receipts by email, which will be remembered by the system. Additionally, for individual requests, users may select to email a receipt as a reprint, after the document(s) have been recorded.
System will allow CCT staff to close electronic queue for holidays as needed, in additional to preset hours and dates.	Yes	O	None	N/A	GovOS Cloud Records e-Recording is open 24/7/365. However, we do provide the ability to limit the number of submissions that appear in the queue. All e-Recording submissions are processed on a first in first out basis, unless assigned to specific users by admin staff.
Land Records Public Data Base and Subscription System					
The system will allow for County, State, Federal and citizen subscriptions with differing levels of subscription.	Yes	O	None	N/A	GovOS Cloud Search, the search engine included with GovOS Cloud Records fully supports paid and free subscriptions, with various levels of paid subscription available.
Customers will be able to upload application and agreement forms directly to website.	Yes	O	None	N/A	GovOS Cloud Search provides a self-managed account registration process for all users. GovOS Cloud Search allows subscribers to require authorization, and once Arlington County receives the application and it is determined the applicant can become a subscriber, the county staff will be able to authorize that person.
System will allow for one time users to access database after signing up and pay for single documents.	Yes	O	None	N/A	GovOS Cloud Search allows users to register an account, our default is to allow searching without an account, but require an account to pay for and download documents.
System will be able to track application, agreement, payment and automatically activate account, alerting CCT staff	Yes	O	None	N/A	GovOS Cloud Search uses self-managed user accounts, reports can be provided as necessary.
The system will provide users with a confirmation of payment receipt via email.	Yes	O	None	N/A	GovOS Cloud Search will send user receipts by email on all paid transactions.

The system will allow customers to request documents from the public database website, pay for single copies of documents, provide a receipt and allow surcharge for these transactions. Payment should be by credit card or other electronic payment methods, if possible.	Yes	O	None	N/A	GovOS Cloud Search allows customers to add one or more images into a shopping cart for purchase. Once purchased, the users are directed to their download page, to obtain these copies, and payment receipts are sent by email (as well as being printable from the customer download page). All payments are processed using PCI Compliant credit card processing, with fees assigned, accordingly.
System will accept credit card payment for subscriptions and have mechanism for CCT team to record check payments.	Yes	O	None	N/A	GovOS Cloud Search accepts subscription payments via credit cards as part of the standard process. If the subscriber pays by check, Arlington County can cashier the check in GovOS Cloud Records and authorize the subscriber through the staff portal in Cloud Search.
The system can print documents and provide receipts for copies made in the office. Documents and receipts can be emailed from system.	Yes	O	None	N/A	GovOS Cloud Records has a fully integrated copy processing system, which allows for document copies to be printed or created as PDF copies, cashiered and sent to the requesting customer electronically.
The system will provide access via public kiosks in the Land Records office to all Land Records documents and allow for payment of copies. This generates a daily report of fees and integrates into financial system.	Yes	O	None	N/A	GovOS Cloud Records includes a dedicated Kiosk configuration that will be deployed to all Arlington County's public facing terminals for this process. Copy requests placed through the Kiosk will be included in all financial transactional reports.
System will generate receipts and payment reminders directly to the customer with retained copy and alert to CCT staff	Yes	O	None	N/A	GovOS Cloud Records is setup to auto-renew subscriptions until the credit card expires or is removed from the subscriber's accounts. These renewal receipts are automatically generated and emailed to the subscriber. Staff alerts can be added, using a CC on the email if required.
The system will provide the ability to accept credit cards for payment for subscriptions and individual copies of documents	Yes	O	None	N/A	GovOS Cloud Search allows payment by credit card, for subscriptions and document purchases.

Subscribers can print and save documents.		O	None	N/A	GovOS Cloud Search allows subscribers to download PDF copies of documents, which may be saved and printed as required.
The system must display subscription modification information.	No	M	None	N/A	This requirement is part of the development roadmap for GovOS Cloud Search.
The system will provide email reminders when subscription near their expiration dates.	No	O	None	N/A	Email reminders are not required. GovOS Cloud Search uses an auto renewal process for subscribers, and subscriptions only expire when a user removes their credit card, or that card expires and is not updated. Automated renewal generates an email receipt of the renewal transaction.
The system will accept subscription renewal payments electronically.	Yes	O	None	N/A	GovOS Cloud Search supports payment of subscriptions by credit card.
Ability for public to access, pay, and download images online.	Yes	O	None	N/A	GovOS Cloud Search provides a facility for members of the public to search documents. To pay for and download copies, members of the public are required to register an account, and use a credit card to complete their transactions
The system will have a user administration module to enable and disable users.	Yes	O	None	N/A	GovOS Cloud Search provides self-managed user accounts for members of the public. Subscribers can be disabled by Arlington County, in conjunction with GovOS Support. New subscribers can be added by Arlington County whenever required.
The system's administration module will allow setting expiration date on subscribed users.	Yes	O	None	N/A	This requirement is part of the development roadmap for GovOS Cloud Search.
The system's administration module will provide an interface to search for users by first name or last name or user ID.	Yes	O	None	N/A	GovOS Cloud Search includes an active subscription report, other reports will be added to the roadmap. The Active Subscription Report can also be exported as a CSV file for use in Excel or other applications.
The system's administration module will provide an interface to search for users based on subscription (Active/Inactive) and	Yes	O	None	N/A	GovOS Cloud Search includes an active subscription report, other reports will be added to the roadmap. The Active Subscription Report can also be exported as a CSV file for use in Excel or other applications.

status (Enabled/Disabled).					
Circuit Court Staff, County, Commonwealth, and Fed users will have separate categories for approval.	Yes	O	None	N/A	Different subscription categories are handled by the subscription level's name, these names are configurable, so county staff can assign the different users to different subscriptions, based on county needs.
The solution needs to allow document retrieval from public access terminals in the Land Records office without authentication. Preference would be for a system that allows customers to pay at the public access terminal.	Yes	O	None	N/A	GovOS Cloud Records Kiosk Search allows for public terminals to submit copy requests to the main Order Processing Queue in Cloud Records, for County employees to cashier these orders. This process step was added, to allow county staff to offer certified copies, if the customer wants one, but didn't select that option.
County (non-Circuit Court) staff will be able to retrieve documents with subscription.	Yes	O	None	N/A	GovOS Cloud Search offers county departmental subscriptions
The system will provide search capabilities based on all indexed information and recorded date ranges.	Yes	O	None	N/A	GovOS Cloud Search provides a traditional search tool that allows searches by index data elements (individually or in combination). Additionally, GovOS Cloud Search provides an advanced Google(tm) Style search feature to allow users to enter search criteria naturally.
When searching by Document Type, the search list should be in alphabetical order to easily find each document type.	Yes	O	None	N/A	GovOS Cloud Search Document Types are presented in alphabetical order, and multiple types may be added to the search list as required.
The system will provide search capabilities for Deeds based on RPC number, street address or legal description.	Yes	O	None	N/A	GovOS Cloud Search will provide searches based on all keyed index data elements currently indexed by Arlington County.
The system will provide search for Deeds based on Grantor or Grantee information.	Yes	O	None	N/A	GovOS Cloud Search will provide searches based on all keyed index data elements currently indexed by Arlington County.
The system will provide search for Property Cards (RPC/PRC) based on RPC number or Legal Description or Address or Status.	Yes	O	None	N/A	GovOS Cloud Search will provide searches based on all keyed index data elements currently indexed by Arlington County.

The system will provide an option to change the number of search results per page to 25, 50 or 100 and appropriately manage the number of pages.	Yes	O	None	N/A	GovOS Cloud Search allows the users to increase results per page up to 250 items.
The system will provide paging through the search results.	Yes	O	None	N/A	GovOS Cloud Search splits results across pages, based on the number loaded per page, with easy result page navigation.
The system will retrieve the image associated with the document from OnBase upon request for internal and subscribed users.	No	O	None	N/A	The GovOS proposal does not need to integration with OnBase, as all requirements are meet though the GovOS system. GovOS Cloud Search is a true Native-Cloud application and will pull all images from its dedicated secured image repository in the Cloud system (Amazon Web Services). This security separation ensures no public access to systems inside the county's network, removing associated risks with opening these on-premise systems.
The system will allow for panning and zooming of an image once it is displayed.	Yes	O	None	N/A	GovOS Cloud Search has a full set of image tools, including panning, zooming, fit to viewer, image rotation and thumbnails.
The system will be able to handle peak transaction volumes of 100 image retrievals per minute, 2,000 image retrievals per hour, and total volume of 10,000 per day.	Yes	O	None	N/A	GovOS Cloud Search uses highly advanced search engines providing sub second image retrieval regardless of number of users and requests. GovOS Cloud Search provides access to public records for counties with tens of millions of document images (including counties like Dallas County, TX with 20 million document images).
Financing Statements					
The system will provide search for Financing Statements based on Secured Parties, Debtors, or File #.	Yes	O	None	N/A	GovOS Cloud Records supports all Financing Statement Recording Data as part of its standard configuration.
CCT staff will have the ability to type in Last Name, First Name, Middle Name, suffix, Title, DOB, Street, City, State, Zip for Secured Parties and Debtors during the recording of a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records supports all Financing Statement Recording Data as part of its standard configuration.

CCT staff will have the ability to search for a File during the recording of a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records will be configured to handle file search requirements during Arlington County's onboarding process.
CCT staff will have the ability to select a Document Type during recording a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records includes document type selections within the recording screen and allows a user to enter a document type (with intelligent type matching) to start a recording directly.
CCT staff will have the ability to type in a Comment for the document type during recording of a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records includes a comments tab on all panels that interact with a recording, including Order processing, Indexing and Index Verification, allowing Arlington County staff to add comments at any time, as needed.
CCT staff will have the ability to type in the number of pages during the recording of a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records requires a number of pages to be entered whenever a document is being recorded, unless that document was received electronically, when the number of pages will be provided by the submitting agency.
CCT staff will have the ability to mark the recording as No Charge fee option during the recording of a Financing Statement.	Yes	O	None	N/A	GovOS Cloud Records provides a No Fee option during the cashiering process. When No Fee is selected, a reason is required to complete the fee change.
The system will assign file numbers for paper and electronic financing statement filings.	Yes	O	None	N/A	GovOS Cloud Records assigns filing numbers automatically once cashiering has been completed.
Judgments					
The system will provide search for Judgments based on Plaintiffs or Defendants.	Yes	O	None	N/A	GovOS Cloud Search and GovOS Cloud Records Staff Search will provide search options for Plaintiffs and Defendants.
CCT staff will have the ability to select the File Type during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will be configured to include File Type selection as part of the Arlington County configuration.
CCT staff will have the ability to type in a Comment during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records includes a comments tab on all panels that interact with a recording, including Order processing, Indexing and Index Verification, allowing Arlington County

					staff to add comments at any time, as needed.
CCT staff will have the ability to type in the Judgment Date during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will be configured to provide a judgment date field for Judgment recordings as part of Arlington County's onboarding process.
CCT staff will have the ability to type in a Case Number during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will be configured to provide a case number field for Judgment recordings as part of Arlington County's onboarding process.
CCT staff will have the ability to type in the amount during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will include an amount field for Judgment recordings as part of the Arlington County Configuration.
CCT staff will have the ability to select the Document Type during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records includes document type selections within the recording screen and allows a user to enter a document type (with intelligent type matching) to start a recording directly.
CCT staff will have the ability to update the number of pages during recording of a Judgment.	Yes	O	None	N/A	GovOS Cloud Records requires a number of pages to be entered whenever a document is being recorded, unless that document was received electronically, when the number of pages will be provided by the submitting agency.
CCT staff will be able to view the existing document details based on the Case and or File Number entered during recording a Judgment.	Yes	O	None	N/A	If the Case or File Number has been recorded (or imported from history), that data can be linked to the original document during document indexing
CCT staff will be able to override the fee during recording a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will be configured to override Judgment Fees as part of the Arlington County Configuration.
CCT staff will be able to set the fees to no charge during recording a Judgment.	Yes	O	None	N/A	GovOS Cloud Records provides a No Fee option during the cashiering process. When No Fee is selected, a reason is required to complete the fee change.
CCT staff will have the ability to type in Last Name, First Name, Middle Name, suffix, Title for judgments.	Yes	O	None	N/A	GovOS Cloud Records supports all Judgment Recording Data as part of its standard configuration.

CCT staff will have the ability to search for a File during recording a Judgment.	Yes	O	None	N/A	GovOS Cloud Records will be configured to handle file search requirements during Arlington County's onboarding process.
CCT staff will have the option to select a receipt.	Yes	O	None	N/A	GovOS Cloud Records allows county users to select, reprint or email receipts from any cashiered order as a standard feature.
Quality Control					
Indexed documents will be routed to QC for quality control.	Yes	O	None	N/A	GovOS Cloud Records includes workflow to move all indexed documents into an index verification/QC queue by default.
Documents can be requested to be rescanned from any workflow queue.	Yes	O	None	N/A	GovOS Cloud Records allows documents to be redirected for rescanning from Indexing, Index Verification and from Staff Search.
During the quality control, the system will provide a workflow to return document to indexing queue.	Yes	O	None	N/A	GovOS Cloud Records is designed to allow index verification to make corrections, if a return to indexer is required, this will be configured as part of the Arlington County configuration.
The system will have the ability to print documents from any point in the document recording process (cashiering, data entry, quality control)	Yes	O	None	N/A	In GovOS Cloud Records, if an image has been received (electronically or via paper scanner), that image can be printed from any workflow screen, via the image viewer.
The system will have the ability to email documents from any point in the document recording process (cashiering, data entry, quality control)	Yes	M	None	N/A	This requirement is being implemented for another customer and will be ready for Arlington County's Go-Live.
Rejected document images will be retained for use by staff.	Yes	M	None	N/A	This requirement is being implemented for another customer and will be ready for Arlington County's Go-Live.
System will have data on staff who recorded indexed, and qa each document.	Yes	O	None	N/A	GovOS Cloud Records keeps records of all staff that process a document, including indexing staff, and provides a full suite of employee performance reports to document staff interactions with documents.
Reports					
CCT Staff will be able to run a daily transaction summary on each of the types of recorded	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.

instruments, Deeds, Financial Statements, Judgments.					
CCT staff will be able to run a document type report on each of the types of recorded instruments Deeds, Financial Statements, Judgments.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
CCT staff will be able to run a real estate transfer report by county (Arlington, Falls Church) for the recorded Deeds.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
CCT staff will be able to run a daily balancing report for the recorded Deeds.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
CCT staff will be able to run a cash, check, and credit card report for the recorded Deeds.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
CCT staff will be able to run a report for the Commonwealth of Virginia, detailing transactions greater than $10,000,000.	Yes	O	None	N/A	GovOS will work with Arlington County, to create this report as part of Arlington County's configuration during our onboarding process.
The system will provide data on user activity	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
The system will provide daily reports on all documents received in the queue, recorded, rejected, indexed, and quality controlled.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.
The system will allow for a date range search on the above report types to see trends over a period of time.	Yes	O	None	N/A	GovOS Cloud Records includes these reports as standard.