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

CONTRACT AWARD COVERPAGE

TO: Brycer, LLC
    4355 Weaver Parkway, Ste 230
    Warrenville, IL 60555

DATE ISSUED: June 20, 2023
CONTRACT NO: 23-FIR-RFP-304a
CONTRACT TITLE: Commercial Systems Testing and a Support Solution

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. 23-FIR-RFP-304a including any attachments or amendments thereto.

EFFECTIVE DATE: 6/21/2023
EXPIRES: June 30, 2024
RENEWALS: Four (4) Renewals Remaining.
COMMODITY CODE(S): 20938
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 23-FIR-RFP-304a

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

VENDOR CONTACT: Matt Rice   VENDOR TEL. NO.:   (630) 413-4932

EMAIL ADDRESS: mrice@mybrycer.com

COUNTY CONTACT: Taylor McFarland, PSIT   COUNTY TEL. NO.:   (703) 228-4235

COUNTY CONTACT EMAIL: tmcfarland@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

DocuSigned by:
Jomeka D. Price
5950D4E0ACC0472...
Title Procurement Officer   **Date** 6/21/2023

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

AGREEMENT NO. 23-FIR-RFP-304a

THIS AGREEMENT is made, on June 20, 2023, between Brycer, LLC, 4355 Weaver Parkway, Ste 230, Warrenville, IL 60555 ("Contractor") a Delaware limited liability company 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 Services, Definition, and Table of Conformance
   Exhibit B – Contract Pricing and End User Fees
   Exhibit C – Contractor's Terms and Conditions, Maintenance Schedule and Minimum Service Levels
   Exhibit D – County Nondisclosure and Data Security Agreement (Contractor and Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, unless otherwise specifically set forth in the remaining 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 SERVICES
The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Services" (Exhibit A), the primary purpose of the Work is to provide a fire prevention office software solution relating to Commercial Systems Testing and a Support Solution. 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

The Work will commence on ___6/21/2023___ and will continue until June 30, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2024 to June 30, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term". At the conclusion of all contractual terms, the awarded Contractor shall provide a 90-day transition to any newly awarded Offeror.

5.   CONTRACT AMOUNT

The Contract is at no cost to the County. The Contractor will be paid by the end-user based on fees charged to the end-users for services, in accordance with Exhibit B, for the Contractor's completion of the Work as required by the Contract Documents. The Contractor shall pay the County the fees for the non-witnessed system test if collected as described in Exhibit B. All payments will be made from the Contractor to the County via ACH.

6.   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.

7.   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.

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

9.   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.

10.   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).

11.   BACKGROUND CHECK
All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check prior to being allowed on-site. The background check will include fingerprinting by the County Sheriff's Office and a credit check. If an employee or subcontractor whom the Contractor assigns to work on this Contract resides further than 50 miles from Arlington County, the Contractor's employee or subcontractor may, in lieu of travel to the County for their fingerprinting and with pre-approval from the County Project Officer, have their fingerprints taken at their local sheriff's facility. Within 15 business days prior to any work assigned, the Contractor shall ensure the fingerprint cards for any employees or subcontractors are mailed to:

Arlington County Sheriff Office
1425 N. Courthouse Road
Arlington, Virginia 22201

12.   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.

13.   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.

14.   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.

15.   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 directly 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.

16.   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.

17.   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.

18.   TERMINATION

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. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

          1. Termination for Unsatisfactory Performance. 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. Termination for Breach or Default. 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.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
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.

C. Termination for Breach of the Contractor. The Contractor may terminate or suspend this Agreement, immediately upon written notice to the County detailing the County's breach of any provision of this Agreement. If the County cures the breach within 15 days of receiving written notice, the Contractor shall restore the System immediately, and the County shall pay reasonable fees or costs incurred by the Contractor in connection with the restoration of the System.

19.   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.

20.   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.

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

The Contractor will not use or allow others to use the County's data or inputs for any purpose other than performance of this Contract without the written consent of the County.
The County's data and inputs are confidential, and the Contractor may neither release the County's data or inputs nor share their contents. The Contractor will refer all inquiries regarding the status of any County data or inputs to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all County data or inputs, 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.

22.   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 D) 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).

23.   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.

24.   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.

25.   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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **ASSIGNMENT**

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 except in the

event of the sale, exchange or transfer of all or substantially all of the Contractor's assets or equity interests.

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

33.   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.

34.   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.

35.   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.

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

37.   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.

38.   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.

39.   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.

40.   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.

41.   <u>**SURVIVAL OF TERMS**</u>

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 DATA; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

42.   <u>**HEADINGS**</u>

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.

43.   <u>**AMBIGUITIES**</u>

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.

44.   <u>**NOTICES**</u>

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**:
> Matt Rice
> Brycer, LLC
> 4355 Weaver Parkway, Ste 230
> Warrenville, IL 60555
> Phone: (630) 413-4932
> Email: mrice@mybrycer.com
>
> **TO THE COUNTY**:
> Taylor McFarland, Project Officer
> Public Safety IT
> 1425 N. Courthouse Road, 7th floor
> Arlington, Virginia 22201
> Phone: (703) 228-4235
> Email: tmcfarland@arlingtonva.us
>
> <u>AND</u>
>
> 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

45.   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.

46.   NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47.   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.

48.   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.

49.   ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.

c. <u>Modifications to Policies and Procedures</u>: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.

d. <u>No Extra Charges</u>: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

50.   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. <u>Workers Compensation</u> - 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. <u>Commercial General Liability</u> - $1,000,000 per occurrence, with $2,000,000 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. <u>Business Automobile Liability</u> - $1,000,000 combined single-limit (owned, non-owned and hired).

d. <u>Umbrella/Excess Liability - $1,000,000 Injury, Property Damage, and Personal Injury.</u>

e. <u>Miscellaneous E&O/Professional Liability</u> - $2,000,000 per occurrence/claim.

f. Contractor shall maintain <u>Cyber Risk and/or Technology Errors and Omissions</u> Insurance coverage for itself and on behalf of its Personnel as set forth according to the following requirements. Cyber Risk Insurance with a minimum limit of liability of not less than Three Million Dollars ($3,000,000) per occurrence. Such insurance shall cover Arlington County and its Agencies, and subsidiaries, and their respective Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of Contractor's equipment, products, Services, or software under this Contract. In the event such policy is written on a claims-made basis then: (i) Contractor shall maintain such policy in effect for a period of not less than four (4) years after the last date that equipment, products, Services, or software are provided by Contractor under this Contract or the applicable warranty period, whichever is longer; and (ii) such policy shall include a retro-active coverage date preceding the first date that any equipment,

products, Services or software are provided under this Agreement. At a minimum, such insurance shall extend the following coverages to the benefit of Arlington County and its Agencies: (a) privacy breaches (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems, and no exclusion/restriction for unencrypted portable devices/media may be on the policy; (f) indirect and consequential damages arising out of a cyber-related event; and (g) the first party losses of Arlington to cover the cost of forensic and/or technical teams hired to investigate any security incident, attorney's fees, the cost of preparing and distributing a notification to affected individuals, the cost of running a centralized call center, the cost of two years of credit monitoring services for impacted individuals, and the cost of preparing and filing all required notices with governmental authorities, agencies, or interested parties globally

g. <u>Additional Insured</u> – 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.

h. <u>Cancellation</u> - 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.

i. <u>Claims-Made Coverage</u> - 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.

j. <u>Contract Identification</u> - 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.

51.   CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON   BRYCER, LLC
COUNTY, VIRGINIA

AUTHORIZED   AUTHORIZED
SIGNATURE: _Jomeka D. Price_____   SIGNATURE: _Matthew Rice_____
                5950D4E0ACC0472...   E88631E91118487...

NAME: _Tomeka D. Price_____   NAME: _Matthew Rice_____

TITLE: _Procurement Officer_____   TITLE: _President_____

DATE: _6/21/2023_____   DATE: _6/21/2023_____

EXHIBIT A
SCOPE OF SERVICES, DEFINITIONS, AND TABLE OF CONFORMANCE

DEFINITIONS
The following definitions apply to this procurement:

1. **Acceptance Testing** Formal testing of the System with respect to functionality, performance, and reliability. Acceptance Testing serves as the basis to determine whether the County should accept the System based on the County needs, business processes, and final requirements of the contract.

2. **Application Programming Interface (API)** A system access point or library function that has a well-defined syntax and is accessible from application programs or user code to provide well-defined functionality.

3. **Authorized User** A user who is licensed and authorized to access the System at a specified permission level based on their role.

4. **Authorized Workstation** Any hardware that is authorized and able to authenticate via approved networks to resources hosting Licensed Software.

5. **Backup** is a copy of files and programs made to facilitate recovery, if necessary.

6. **Baseline** Hardware, software, and relevant documentation for an information system at a given point in time.

7. **Business Continuity (BC)** An organization's processes, activities, decisions and policies that ensure an organization can continue to function through any service disruptions.

8. **Business Day/Hours.** While the Fire Department is a twenty-four-hour per day, seven days per week, three hundred sixty-five days per year (24/7/365) operating agency, normal operating hours for the County are: Monday-Friday, 7 a.m.-5 p.m. Eastern Standard/Daylight Time, excluding County-designated holidays. Arlington County observes the following holidays:
    *   New Year's Day
    *   Martin Luther's King Day
    *   President's Day
    *   Memorial Day
    *   Juneteenth
    *   Independence Day
    *   Labor Day
    *   Election Day (when approved by County)
    *   Veterans Day
    *   Thanksgiving
    *   Day after Thanksgiving
    *   Christmas Eve (when approved by County)
    *   Christmas Day

9. Change Control A systematic approach to change management, which ensures management of all changes made to a product or system, to ensure that no unnecessary changes are made and that all changes are documented.

10. **Cloud Computing** is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

11. **Cloud Deployment Model** Describe the business and management relationships between the Cloud Service Provider and the County. The 4 types are:

> *Private Cloud* In this model, the cloud infrastructure is provisioned for exclusive use by a single organization. It may be owned, managed, and operated by the organization, a third party or some combination of them, and it may exist on- or off-premises.

> *Community Cloud* A Community cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations with shared concerns, configuration preferences, or applicable regulations. It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and may exist on or off-premises.

> *Public Cloud* The public cloud infrastructure is provisioned for open use by the public. It may be owned managed and operated by a business, academic or government organization, singly or in combination. It exists on the premises of the cloud provider.

> *Hybrid Cloud* The hybrid cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public), that remain unique entities but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

12. **Component (or System Component)** A discrete identifiable information technology asset that represents a building block of a system and may include hardware, software, and firmware.

13. **Configuration Management (CM)** A collection of activities focused on establishing and maintaining the integrity of information technology products and information systems, through control of processes for initializing, changing, and monitoring the configurations of those products and systems throughout the system development life cycle.

14. **Configured System** The conditions, parameters, and specifications for the System and all System components that meet all requirements set forth in the agreement.

15. **Content** is any data, including the selection, arrangement and organization of such data, entered, uploaded to the application, or otherwise provided to Contractor by the County or by any Application User, and any software-related documentation, from whatever source, provided by any Authorized User to the Contractor in connection with this Contract.

16. **Customer Support** Customer Support is a range of services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, training, troubleshooting, maintenance, upgrading and updating of the System.

17. **Cutover plan** A cutover plan includes a detailed accounting of all activities to make sure all success of deployment in production system.

18. **Data Warehouse** A collection of data sources such as separate internal databases to provide a broader base of information for analysis, trending, and reference. May also involve databases from outside of the organization, either by importing a copy or by reference.

19. **Data Lake** A data warehouse incorporating multiple types or streams of unstructured or semi-structured data.

20. **Disaster Recovery (DR)** The activities necessary to restore IT and communications services to an organization during and after an outage, disruption or disturbance of any kind or scale.

21. **Department of Technology Services (DTS)** The centralized IT staff that support all agencies in the County.

22. **Earned Value Management (EVM)** A methodology that combines scope, schedule, and resource measurements to assess project performance and progress.

23. **Enclave** A set of system resources that operate in the same security domain and that share the protection of a single, common, continuous security perimeter.

24. **Deliverable** is the tangible embodiment of the Scope of Services, including the development or creation of work product, performed or provided by Contractor as identified in the Contract Documents.

25. **Delivery of Licensed Standard Software** is Licensed Standard Software delivered to the County in a machine-readable form via a secure network connection, or on appropriate media if requested by the County as soon as the software is available after the Contract Effective Date.

26. **Development Environment** means a specific dedicated environment not shared with any other customers, intended to closely replicate the County's Production Environment and configuration in order to develop, build and deploy new features, enhancements, upgrades and updates.

27. **Documentation** is all Contractor materials detailing and providing instructions for the System, including course materials, system specifications, release notes, hardware requirements, user manuals, administrator manuals and technical manuals needed to allow the County and its agents to install, implement, operate and make productive use of the Licensed Software.

28. **Down Time** is time during which the system or a large portion of the system is out of action or unavailable for use. There are four categories of Down Time. The Contractor is responsible for Included Down Time, which is included in System availability calculations.

Included Down Time
1) Major Failures (measured as Hours of Major Failure, or HMF)
2) Functional Failures (measured as Functional System Failures in minutes and hours)

Excludable Down Time
1) Planned Down Time. This would include Planned updates and testing related incidents.
2) The following causes for the software not functioning as intended:
   a. **Third-Party Incident:** An unplanned interruption to the System, or reduction in the quality of the System caused by a third party and not the Contractor's hardware or software. Third parties include an Internet Service Provider and other third parties that provide infrastructure or are responsible for infrastructure upon which the Contractor's software solution relies.
   b. **Force Majeure Incident:** Any incident caused by Force Majeure, as defined in the Contract Documents.

29. **Failover** is a method in which standby equipment automatically takes over when the main system fails.

30. **Geospatial Information System (GIS)** A system that creates, manages, analyzes, and maps all types of data by connecting it to a map, and integrating location data with all types of descriptive information.

31. **Go-Live** is the point at which the software system, module or update is implemented into active and live operation mode in the Production environment.

32. **Graphical User Interface (GUI)** a visual way of interacting with a computer using items such as windows, icons, and menus, used by most modern operating systems.

33. **Implementation Plan** The schedule included in the Statement of Work setting forth the sequence of events for the performance of services including the milestones, milestone dates and resources to complete them.

34. **Infrastructure as a Service (IaaS)** The capability provided to a consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

35. **Interface Control Document (ICD**) provides a record of all interface information (such as concept/purpose, diagrams, tables, and textual information), including the details and descriptions of the interface or interfaces between subsystems or to a system or subsystem.

36. **Intrusion Detection System (IDS)** A security service that monitors and analyzes network or system events for the purpose of finding, and providing real-time or near real-time warning of, attempts to access system resources in an unauthorized manner.

37. **Legacy Data** Data that is stored, managed or accessed via a Legacy Software.

38. **Legacy Environment** A Custom environment containing older systems or applications that may need to be secured to meet today's threats, but often use older, less secure communication mechanisms and need to be able to communicate with other systems.

39. **Legacy Software** An old method, technology, computer system, or application program that is still in use.

40. **Level of Effort (LOE)** The total labor for labor costs other than those related to maintenance services requiring payment based on hourly rates, good-faith estimates provided by the Contractor. A level of effort is only accepted when mutual agreement on the quantity estimate of hours is provided by County Project Officer.

41. **Licensed Software** includes the Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.

42. **Local Area Network** A group of computers and other devices dispersed over a relatively limited area and connected by a communications link that enables any device to interact with any other on the network.

43. **Maintenance (or Maintenance Services)** are services, preventive and remedial, provided by the Contractor to ensure continued operation of the System.

44. **Microsegmentation (or microsegmented networks)** Part of a zero-trust strategy that breaks LANs into very small, highly localized zones using firewalls or similar technologies. At the limit, this places a firewall at every connection point.

45. **Multi-factor Authentication (MFA)** An authentication system that requires more than one distinct authentication factor for successful authentication. Multifactor authentication can be performed using a multifactor authenticator or by a combination of authenticators that provide different factors. The three authentication factors are something you know, something you have, and something you are.

46. **Project Acceptance** means completed and successful acceptance by the County as described in the Scope of Services.

47. **Production Environment** The aggregate of external procedures, conditions, and objects affecting the development, operation, and maintenance of the System that is real-time and relied upon by end users.

48. **Public Safety Data Warehouse (PSDW)** A County system housing subsets of data from multiple Public Safety systems for the purposes of analysis and reporting across disparate systems.

49. **Public Safety Information Technology (PSIT) A** group of decentralized IT staff dedicated to the public safety agencies, comprised of three units, Applications, Infrastructure and Project Management Office.

50. **Reliability Testing** is part of the overall Acceptance Testing requirements that demonstrates the operational capability and reliability of the System and System Components.

51. **Requirements** are the functional, performance, operational, compatibility and Acceptance Testing criteria and other parameters and characteristics of the Software, Services and Deliverables as set forth in the Scope of Services and other Contract Documents.

52. **Root Cause Analysis (RCA)** is a principle-based, systems approach for the identification of underlying causes associated with a particular set of risks or incidents.

53. **Services** include development, installation, Software configuration, maintenance, support and training and provision to the County of any Deliverable described in the Scope of Services. Services include the discovery, creation, or development of any work product.

54. **Software as a Service (SaaS)** The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

55. **Software Change Control Methodology (SCCM**) is a County process to ensure appropriate change control and maintain the integrity of the requirements and the Contract.

56. **Staging Environment** means a specific dedicated environment not shared with any other customers, intended to closely replicate the County's Production Environment and configuration in order for the County to perform User Acceptance Testing post-implementation for any changes to County components of the System.

57. **System The** resources, including any components plus associated manual procedures and physical facilities that are used in the acquisition, storage, manipulation, display, and/or movement of data or to direct or monitor operating procedures. A System may consist of one or more computers and their related resources of any size. The resources that comprise a system do not have to be physically connected.

58. **System Acceptance** is the act of validating that the complete system (including all necessary components, interfaces, etc.) satisfies the specified requirements set forth in the Table of Conformance and is acceptable to the end users.

59. **System Administrator** An individual responsible for contributing to the setup, monitoring, and maintenance of the System, components of the System, or configuration items for the System.

60. **System Architecture** Fundamental concepts or properties of a system in its environment embodied in its elements, relationships, and in the principles of its design and evolution.

61. **System Availability** is the time the system is fully functioning. The expected System Availability is 24 hours a day, 7 days a week, 365 days per year, or at a minimum 99.95% uptime. The formula for calculating System Availability is as follows:

Formula: $Functional\ System\ Availability = \frac{TOH - HMF - FSF}{TOH}$

- Total Operational Hours **(TOH)** – Hours of Major failures (System not down, but largely unusable) **(HMF)** – Functional System failures (specific critical features not available, or unusable) **(FSF).**
- **Does not include Planned Down Time (PD).**

Formula: $Total\ System\ Availability = = \frac{TOH - HMF - FSF - PD}{TOH}$

- This is the same as Functional System Availability, but includes Planned Down Time, which shall be tracked, and includes:
    - i. Scheduled Down Time for system upgrades.
    - ii. Scheduled restarts necessary to correct issues.

Any delays in response that the County agrees were caused by the County shall be deducted from either calculation.

62. **Technical Lead** The person from an organization responsible for technical aspects of the implementation of the System, including technical guidance, technical coordination, and technical leadership.

63. **Updates** New, improved, or fixed software or firmware, which replaces older versions of the same software or firmware.

64. **Upgrades** are any enhancements, improvements or replacements that fundamentally improve the functionality and increase the standard of functionality for any Component of the System that are provided under this Agreement and available after the Effective Date of this Agreement.

65. **Virtual Machine (VM)** A simulated environment created by virtualization.

SCOPE OF SERVICES

At no cost to the County, the Contractor shall install, design, operate, implement, maintain, repair, and support a cloud-based Commercial Systems Testing with a self-funding fee structure meeting the primary objectives listed below.

> **Commercial Systems Testing Software and Support Solution –** A system to manage the records and compliance of third-party system-testing contractors within the County. The Contractor's software should allow users to manage records of tests performed, follow up on the repairs of reported violations, and inform the FPO of chronic or repeat violations. The software solution that the County seeks to acquire is described in detail in Attachment B: Table of Conformance, Tab B. Commercial Systems Testing, Tab C. General Software Requirements and Tab D. Information Risk & Security.

Requirements for the software solution include all software; infrastructure supported and maintained by the Contractor, including security; and services included in the Contract, including but not limited to interfaces, training and 24/7/365 support. The Contractor shall provide all parts and labor necessary to maintain System availability of 99.95%.

1. The Contractor and its proposed solution shall provide the following as detailed in the Table of Conformance: Tab A. Commercial Systems Testing
   - Compliance
   - Inspections, Testing & Maintenance Reporting
   - Dashboards & Queries
   - Notifications
   - Financial
   - Commercial System Inspection Contractors and County Stakeholder Support

2. The Contractor and its proposed solution shall provide the following as detailed in Table of Conformance: Tab B. General Software Requirements:
   - General System Capability Requirements
   - System Architecture
   - Software maintenance, training and support
   - Upgrades and Enhancements
   - Documentation
   - Data Management
   - Software Training
   - Reporting
   - Interfaces
   - Legacy Data and Data Migration

3. The Contractor and its proposed solution shall provide the following as detailed in Table of Conformance: Tab C. Information Risk & Security:
   - General Configuration and Access Controls
   - Identity and Access Management
   - Cryptography, Encryption and Key Management
   - Patching and Updates
   - Logging and Monitoring
   - Incident Response

- Information Security Policy and Insurance
- Password and Login Controls
- Risk Audit and Quality of Service

Change Control- For initial system implementation and all future non-emergency changes to System software involving custom interfaces, configuration or custom enhancements, the Contractor shall adhere to the following three-step Software Change Control methodology (SCCM). In the event of an emergency where time is critical, it shall be at the sole discretion of the County's System Administrator or Public Safety Information Technology (PSIT) personnel to authorize emergency work to be performed without using the SCCM.

The Contractor will notify the County within two business days of changes via the following ways:

- Account Manager Contact Via Email/Phone
- Pop Up Window on TCE Dashboard
- New Release Notes

Implementation Testing

The County requires three types of Acceptance Tests: functional, performance and reliability. Functional Acceptance tests will be conducted first on each System component (i.e., mobile field inspections, interfaces, password & login controls, etc.) independently. Upon acceptance of all System components, the Contractor will perform a final set of functional, performance and Reliability Tests on the System to ensure that all components work together as intended and at the contracted performance levels. Errors will be classified and attended to according to the following Error Severity Level designations:

Level 1 Error —System or component does not function while the System is online. Issue affects multiple users, critical operations and/or database functionality.
Once the problem is resolved, a new Acceptance Test period will begin. System will not be accepted until the problem is resolved and the System operates for 30 consecutive calendar days without a Level 1 or Level 2 Error.

Level 2 Error — System or component may be turned live, but a component does not work properly. Productive use of the affected application or module is compromised, and a procedural workaround is not available.

System will not be accepted until the problem is resolved and system operates for 30 consecutive calendar days without a Level 1 or Level 2 Error.

Level 3 Error — System or component may be turned live, but a component does not work properly. Productive use of the affected application or component is not significantly impacted and a procedural work-around is available.

If the error is not fixed within the 30-calendar-day Acceptance Test period, the Acceptance Test period will be delayed until a mutually established time.
Level 4 Error — System or component may be turned live but contains minor errors that do not impact productive use of the affected application or module. System or component will be accepted.

Process for Implementation Testing:
The Contract should follow the process below, which will guide the implementation testing. The County will notify the Contractor of the successful completion of each test.

Acceptance Testing: Functional Requirements
The County will confirm all System functionality prior to final system acceptance. Each specific System function agreed to as part of the final Contract must be tested and tracked from original documentation by the Contractor. The Contractor is required to document that the final System design, Acceptance Test plan, and System documentation includes each RFP requirement. During the functional Acceptance Testing, the Contractor will demonstrate the operation of each proposed or required feature, function, and interface in a development environment based on the test plan that the County must approve prior to contract approval. Should any feature, function, or interface fail, the Contractor will resolve the problem based on the Error Severity Level.

Acceptance Testing: Reliability Requirements
The Reliability Test will be conducted at the successful implementation of each System Component and again when all System Components have been successfully implemented for the designated period.

In order to complete the Reliability Test successfully the following must occur:
- All Systems and System Components must demonstrate full availability for 90 consecutive calendar days.
- Should any System or System Component fail three times during the testing phase, the Contractor will replace the failing System or System Component, without charge to the County.
- System and System Component performance will continue to meet the Functional requirements of the Contract, as tested or verified by County personnel at any time.
- System and System Component performance will continue to meet the Performance requirements of the Contract, as tested or verified by County personnel at any time.

If the System or any System Component falls below the required availability mark of 99.95% availability as defined in System Availability, the Reliability Test will be stopped. At this time the Contractor should correct any deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within 15 calendar days of the initial failure, the Contractor will be required to implement a correction plan based on root cause analysis, including proposed course of action that will result in correction of the issue and restoration of System Availability.

The Contractor will have three opportunities to complete the Reliability Test over a period of 180 calendar days. If the Contractor fails to successfully complete the test in this time period, then the County may elect to terminate the Contract, as specified in the Terms and Conditions.

Project Schedule and Milestones: The Contractor will be responsible for adhering to the following project schedule:
- Project Kick-Off. Within 10 business days of contract execution, the Contractor shall
- Meet with designated County personnel for a Kick-Off meeting, including at a minimum the Contractor's Project Manager and Technical Lead.

The County will provide all data collection workbooks requiring County completion or feedback from the County, to include building and facilities data.

Requirements Planning. Within 20 business days of contract execution, the Contractor shall provide an updated implementation plan based on the contract execution date:
- Updated Interface Control Document (ICD) for County Approval.
- Updated project schedule, based on key personnel schedules and availability, that includes scheduling of the go-live date.
- Data Conversion and Migration plan for legacy data migration from CodePal to the new system.
- Updated requirements document with traceability to Table of Conformance.
- Testing & Go-Live implementation plan for implementation of the Contractor's software.
- Installation of licensed software and provision of login credentials to County personnel to log in to the system.

Requirements Completion & System Configuration. Within 60 business days of contract execution, the Contractor shall have developed and submitted to the County the following:
- Configured Software for Review
- Acceptance Test Plans, including at a minimum:
- Reliability Testing Plan
- Training plan for all County personnel
- Training plan for third-party testers and residents use' of functions available to them as described in the updated requirements.
- Cutover plan

User Acceptance Testing. Within 100 business days of contract execution, the Contractor shall begin Acceptance Testing. The County requires two types of user Acceptance Tests:
- Functional Unit Acceptance Test to confirm all requirements listed in the Table of Conformance are met.
- Functional Integration Acceptance Test to confirm all requirements are met and maintain functionality when integrated with one another. Successful passing of Functional Integration Acceptance results in System Acceptance.

Go-Live. Upon completion of training of County personnel, and successful completion of Acceptance, Performance and Reliability Testing, the County will initiate, with the support of the Contractor, the initial rollout of the System.

County Responsibilities:
The County will take all actions necessary to enable the use of the Solution by third-party inspection companies (e.g., resolution, ordinance, fire policy, code amendment) and will require all compliant and deficient test results to be submitted.

4. Transition Requirements
When the Contract terminates for any reason, the Contractor shall provide the County's data or inputs in a format acceptable to the County at no additional cost (e.g., Excel, xml, pdf, etc.) and work with the County to ensure a seamless, expedient, and non-disruptive transition to any new contractor.

TABLE OF CONFORMANCE

TAB A. Commercial Systems Testing

	Commercial Systems Testing System	C	N	A	M	T
Compliance						
CST-C-01	The solution shall maintain compliance with all current and future Virginia State Wide Fire Prevention Code, Arlington County Fire Prevention Code and NFPA standards requirements where applicable.	X				
Inspections, Testing & Maintenance Reporting						
CST-ITMR-01	The solution shall have the ability to manage the electronic receipt of inspection, testing, and maintenance reports for all County life-safety systems, customizable by ACFD.	X				
CST-ITMR-02	The solution shall have the ability to ensure that that only licensed contractors and inspectors are performing inspections and services.	X				
CST-ITMR-02b	Contractor shall be required to obtain and maintain current validation from Inspectors regarding their licensure status.	X				
CST-ITMR-03	The solution shall have the ability to allow ACFD personnel to manage of all life-safety system testing reports from one dashboard	X				
CST-ITMR-04	The solution shall have the ability to allow electronic receipt of fire and life safety system impairment notifications via email.	X				
CST-ITMR-05	The solution shall have the ability to continuously update the profile of systems by the contractor of record.	X				
CST-ITMR-06	The solution shall have the ability to maintain a record of all contractors working within the County, with the minimum following information:	X				
CST-ITMR-06.1	Name	X				
CST-ITMR-06.2	Point of Contact	X				
CST-ITMR-06.3	Address	X				
CST-ITMR-06.4	Phone number	X				
CST-ITMR-06.5	License Number	X				
CST-ITMR-07	The solution shall have comprehensive reporting functionality, to include reports of, at a minimum:	X				
CST-ITMR-07.1	Compliance analysis report – Identify all buildings that have deficiency reports	X				
CST-ITMR-07.2	Past due premise report - Life-safety systems that are past due for inspection & testing	X				
CST-ITMR-07.3	Premise profile report analysis - Entire landscape of installed life-safety systems	X				
CST-ITMR-07.4	Contractor analysis report - Track every business that each firm and inspector has serviced	X				
CST-ITMR-07.5	Inspector license tracking report - Track and analyze licensing information	X				
CST-ITMR-07.6	Fire Extinguisher Reports	X				
CST-ITMR-09	The solution shall have the ability to allow users to export and print all reports	X				
CST-ITMR-11	Contractor shall be able to incorporate QR code scanning technology for improved data entry efficiency. -	X				
CST-ITMR-12	Contractor shall allow for mobile upload of inspections.	X				
CST-ITMR-13	The solution shall have a scheduling module that assists authorized and registered County stakeholders to access, create and update the following events at a minmum:					
CST-ITMR-13.1	Annual Fire safety inspections	X				
CST-ITMR-13.2	Witnessed Testing	X				
CST-ITMR-13.3	Re-inspections	X				
CST-ITMR-14	The solution shall support the inspection and documentation of the following systems and inspection types at a minimum, including all necessary data elements required by the ACFD:					
CST-ITMR-14.1	Backflow preventors	X				
CST-ITMR-14.2	Elevators	X				
CST-ITMR-14.3	Mobile Food Units -	X				
CST-ITMR-14.4	Commercial Kitchen Hoods	X				
CST-ITMR-15	The solution shall support the addition of new types of inspections as needed and required by ACFD.	X				
Dashboards & Queries						
CST-DQ-01	The solution shall have the ability to generate dashboards that display system testing based on any of the data parameters in the system.	X				
CST-DQ-02	The solution shall have the ability to allow users to run queries against all data captured within the system, to include:	X				
CST-DQ-02.1	Inspections Performed	X				
CST-DQ-02.2	Re-inspections	X				
CST-DQ-02.3	Passed inspections	X				
CST-DQ-02.4	Failed inspections	X				
CST-DQ-02.6	Geographical area non-compliance	X				
CST-DQ-02.7	Contractor performance	X				
CST-DQ-02.8	Contractor compliance i.e., responsiveness	X				
CST-DQ-02.9	Contractor compliance i.e., negligence	X				
CST-DQ-03	The solution shall allow users to perform queries by types of failures, to include any systems listed in Table 901.6.4.4 Non-witnessed System Test Submittal Frequency and Fee Schedule of the Arlington County Fire Code.	X				

Commercial Systems Testing System		C	N	A	M	T
Notifications						
CST-N-01	The system shall provide notifications in alignment with Arlington County, Virginia, and NFPA fire prevention code requirements.	X				
CST-N-02	The solution shall have the ability to generate automatic notifications to FPO when new businesses are established in the County.	X				
CST-N-04	The solution shall have the ability to generate automatic renewal notifications to the property for each life-safety system due for service by a licensed contractor.	X				
CST-N-05	The solution shall have the ability to send renewal notifications to the property for each life-safety system due for service by a licensed contractor.	X				
CST-N-06	The solution shall have the ability to generate overdue notifications to the property for each life-safety system overdue for service based on dates automatically tracked within the database	X				
CST-N-07	The solution shall have the ability to send overdue notifications to the property for each life-safety system overdue for service based on dates automatically tracked within the database	X				
CST-N-08	The solution shall have the ability to generate deficiency notifications to the property with the deficiencies, automatically embedded into the notification logged by the licensed contractor and approved by ACFD. Deficiencies can be added or removed based on the review by ACFD	X				
CST-N-09	The solution shall have the ability to send deficiency notifications to the property with the deficiencies, automatically embedded into the notification logged by the licensed contractor and approved by ACFD.	X				
CST-N-10	The solution shall have the ability to allow deficiencies to be added or removed based on review by ACFD	X				
CST-N-11	The solution shall have the ability to generate user defined alerts for:	X				
CST-N-11.1	Delinquency	X				
CST-N-11.2	Failed inspections	X				
CST-N-11.3	Re-inspections	X				
CST-N-12	The solution shall have the ability to generate user defined alerts for buildings placed on:	X				
CST-N-12.1	Fire watch	X				
CST-N-12.2	Failed sprinkler systems	X				
CST-N-12.3	Fire pumps	X				
CST-N-13	Contractor shall coordinate with County DTS the use of DomainKeys Identified Mail (DKIM) technology to ensure all notifications sent by Contractor on behalf of the County use the County's Signing Domain Identified (SDID) and the County's digital signature.			X		
Financial						
CST-F-1	Contractor shall collect agreed upon fees from authorized parties who perform System Test inspections on behalf of the County	X				
CST-F-2	Contractor shall collect all fees on behalf of the County based on the then current Arlington County Fire Code for Systems testing.	X				
CST-F-3	Contractor shall remit payment monthly to the County for all fees collected based on the agreed upon rates and percentages within the final agreement.	X				
Commercial System Inspection Contractors and County Stakeholder Support						
CST-CSIC-1	Contractor shall be responsible for continuous digital surveying of all County buildings as long as a there is an active contract.	X				
CST-CSIC-2	Contractor shall coordinate press releases in conjunction with County Communications personnel, using all County branding and style guides.	X				
CST-CSIC-3	Contractor shall only use paper based processes when no digital or paperless method is possible, as mutually agreed to by the County project officer.	X				
CST-CSIC-4	Contractor shall coordinate town hall trainings for Commercial System Inspection Contractors in conjunction with County Communications personnel.	X				
CST-CSIC-5	Contractor shall provide classes and webinars to Commercial System Inspection Contractors, property owners, property management firms, and other interested County stakeholders on use of the system, as needed and requested by the County.	X				
CST-CSIC-6	Contractor shall provide 24/7/365 support to Commercial System Inspection Contractors, property owners, property management firms, and other interested County stakeholders on use of the system.	X				
CST-CSIC-7	Contractor shall notify the County of any legal actions filed in relation to services provided by the Contractor in relation to this contract.	X				
CST-CSIC-8	Contractor shall update any scripts used for telephone calls based on County requirements, as needed.	X				

Tab B. General Software Requirements

Requirements for Software		C	N	A	M	T
General System Capability Requirements						
GFUN-01	The Contractor shall support the departments ongoing accreditation efforts.	X - CONFIRMED				
GFUN-02	The system shall have the ability to allow for free form notes in all modules provided.	X				
GFUN-03	The system shall have the ability to track the date, time, and user information of each change completed to a record in any module.	X				
GFUN-04	The system shall have the ability to not require any information be entered more than once for a field that may appear in multiple locations.	X				
GFUN-05	The system shall have the ability to create customizable fields.	X				
GFUN-06	The system shall have the ability to color code a field and indicate whether a field is mandatory.	X				
GFUN-07	The system shall have the ability to configure GUI screens.	X				
GFUN-08	The system shall have the ability to use a spell check function.	X				
GFUN-09	The system shall have the ability to create standard and ad hoc forms.	X				
GFUN-10	The system shall have the ability to autosave based on a settable timeframe.	X				
GFUN-11	The system shall have ability to create editable documents.	X				
GFUN-12	The system shall have the ability to support a customizable imbedded help function.	X				
GFUN-13	The system shall use Network Time Protocol (NTP) best practices to ensure accurate time synchronization.	X - CONFIRMED				
GFUN-14	The system shall have the ability to email, print or generate a PDF from within the program.	X				
GFUN-15	The system shall have search and query functionality to allow all users to search for all available system data using user defined parameters.	X				
GFUN-16	The system shall have formulas to ensure any activities that cross midnight have proper time calculations.	X				
GFUN-17	System shall allow for System Administrator Roles to add/change/delete any dropdown on the device (i.e. offenses, streets, officers, etc.).	X				
GFUN-18	System shall automatically run a standard report identifying potential duplicate records as part of quality assurance.	X				
GFUN-19	System shall provide for automated filling of fields that are the same across multiple forms, reports or screens within the solution. (e.g. Permit information, name information, etc.).	X				
GFUN-20	Contractor shall make available all existing software assets required to meet the requirements of the County throughout the contract lifecycle.	X				
GFUN-21	The system shall have the ability to export information in PDF and email format.	X				
GFUN-23	The system shall ensure any wireless transmission of data does support Arlington County wireless standards.	X				
GFUN-24	All software shall be licensed to support at least 30 concurrent users.	X				
GFUN-25	The proposed solution shall have the ability to add electronic signatures through a designated workflow and approval process.	X				
System Architecture						
GSYS-01	Contractor shall provide diagrams of the system architecture, including at a minimum:					
GSYS-01.1	Hardware	X				
GSYS-01.2	Software	X				
GSYS-01.3	Security Components	X				
GSYS-01.4	Bandwidth recommendations between components	X				
GSYS-02	Contractor shall list all components necessary to make the system function as designed, including details on their versioning, in the Administrator Manual.	X - CONFIRMED				
GSYS-03	Contractor shall identify any components not wholly owned or managed by the Contractor (e.g. open sourced code or libraries)	X				
GSYS-04	Contractor shall provide a copy of any standard agreements needed to ensure continued component functionality of the system relating to above.	X				
GSYS-05	Contractor shall disclose all details of system components relating to operation of the system.	X				
GSYS-06	Contractor shall list all datbase system products with which the system is certified to operate.	X				
GSYS-07	Contractor shall list recommended (optimal) desktop hardware software requirements needed to support the System on all platforms.	X				
GSYS-08	Contractor shall list the minimum desktop hardware and software requirements needed to support the System on all platforms.	X				
GSYS-09	Contractor shall list what hardware platforms, operating systems, and web browsers are supported by the Contractor software.	X				
GSYS-10	Contractor shall identify any requirements for installed or 3rd party apps, browser plug-ins, or other system components.	X				
GSYS-11	Contractor shall identify recommended environments and instances for appropriate management of the system (development, staging, test, production, etc.)	X				
GSYS-12	Contractor shall list all included support software, tools and utilities (e.g. compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation, administration and management tasks in the administrator manual.	X - CONFIRMED				
GSYS-12.1	Contractor shall list all support software vendors and applications for the above if they are not the whole owner of the software.	X				
GSYS-15	Contractor shall provide standard Service Level Agreements (SLA's) that address the following:					
GSYS-15.1	System Availability	X				
GSYS-15.2	System Performance	X				
GSYS-15.3	Incident Response Time	X				
GSYS-15.4	Incident Resolution Time	X				
GSYS-15.5	Penalties for service not delievered according to the agreed levels.	X				

Requirements for Software		C	N	A	M	T
GSYS-16	System shall have an administrative module which allows configuration by designated County employees.	X				
GSYS-17	System shall comply with Section 508 compatibility guidelines.		X - CONFIRMED			
GSYS-17.2	System shall allow any public facing websites to be fully configurable by County for User Interface/User Experience (UI/UX).		X - CONFIRMED			
GSYS-18	System shall leverage mobile responsive web design on all webpages and modules.	X				
System Availability & Accessibility						
GSAA-01	The system is expected to have uptime of 24 hours a day, 7 days a week, 365 days per year.	X				
GSAA-02	System shall have a minimum requirement of system availability at 99.5% uptime.	X				
GSAA-03	System shall have all functionality accessible through a web browser.	X				
GSAA-04	The system shall have the ability for users to access it remotely via web.	X				
GSAA-05	System shall support access from both Apple or Android Operating System (OS) based devices.	X				
GSAA-06	Records shall be transmitted from any mobile device to hosted environments in a timely fashion (less than 5,000 ms)	X				
GSAA-07	Upload time of a 5 MB file shall not exceed 2,000 ms.	X				
GSAA-08	Upload of records from the mobile device to the cloud shall conform to the following methods:					
GSAA-08.1	System shall support connectivity via cellular connection	X				
GSAA-08.2	System shall support 802.x wireless connection to hotspots	X				
Software Maintenance, Training & Support						
Software Change Control						
GSCC-01	Contractor agrees to provide 5 business days notice before any planned changes (e.g. non-critical and non-emergency updates, upgrades, etc.).	X - CONFIRMED				
GSCC-02	Contractor agrees to use the SCCM for system implementation and all future non-emergency changes to Contractor software used by County personnel, including custom interfaces, configuration or custom enhancements.		X			
GSCC-03	Contractor acknowledges it is at sole discretion of designated County personnel to forego use of the SCCM.	X				
GSCC-04	Contractor shall schedule and coordinate all system maintenance in advance with the County no less than 5 business days in advance.		X			
GSCC-05	Contractor shall obtain approval for all non-emergency break-fix maintenance prior to deployment, in accordance with SCCM.		X			
Support & Maintenance						
GSUP-01	The Contractor shall provide software maintenance for the Contractor Software including but not limited to:					
GSUP-01.1	Upgrades, including new releases	X				
GSUP-01.2	Remediation of bugs or defects	X				
GSUP-02	Contractor shall specify a minimum standard for support and maintenance, including response times, categorization and classification of issues.	X				
GSUP-03	Contractor shall provide all details on maintenance required to maintain the System at 99.5 % availability.	X				
GSUP-04	Contractor shall have a way to escalate or raise priority of issues designated by authorized users.	X				
GSUP-05	Contractor shall provide training on the Zoho desk ticketing system to County System Administrators.	X				
GSUP-06	Contractor shall provide access to designated County System Administrators to view information for all submitted tickets in the Zoho Desk system.	X - CONFIRMED				
GSUP-07	Contractor shall provide reports on remote diagnostics when requested by County.		X			
GSUP-08	Contractor shall have a documented process for triage and analysis of issues related to trouble tickets submitted by the County through the Zoho system.	X - CONFIRMED				
GSUP-10	Contractor shall provide a document detailing its Service Level Agreements for triage and resolution timelines for reported issues.	X				
GSUP-11	Contractor shall offer access to County personnel for the Zoho system to enter and track trouble tickets.	X - CONFIRMED				
GSUP-12	Contractor shall have technical support available 24/7/365 for any issues with the Contractor solution.	X - CONFIRMED				
Upgrades & Enhancements						
GUPD-01	Upgrades shall be included as part of the Contractor's software at no cost, including new releases to the software, provided the County has a current agreement with Contractor.	X				
GUPD-02	Contractor shall ensure the most current version of the Contractor's software is available and compliant with all County operating system and web browser requirements.	X				
GUPD-03	Contractor shall describe the product roadmap and SDLC planning process for new features, upgrades and releases.	X				
GUPD-04	Contractor shall upgrade and maintain as necessary, at no additional cost to the County, the system software covered under this agreement (provided agreement is active).	X				
Documentation						
GDOC-01	Contractor shall provide the following documentation no later than 30 days prior to Go-Live:					
GDOC-01.1	Data Dictionary **for all API's** .		X - CONFIRMED			
GDOC-01.2	User Manual	X				
GDOC-01.3	Administrator Manual	X				
GDOC-02	Contractor shall provide updated documentation for any new releases or upgrades, no later than 30 days prior to Go-Live.	X				
GDOC-03	Contractor shall provide all necessary training resources and documents for citizens, County personnel, or administrators.	X				

Requirements for Software		C	N	A	M	T
GDOC-04	The Contractor shall provide a register of all software, components, their purpose, and detailed versioning as part of records required to maintain optimal working order of the System.		X			
GDOC-05	Contractor shall maintain a register with all Contractor software including version history.		X			
Data Management						
DMNG-01	The Contractor shall respond to any request for County Data or related logs within 2 business days, and provide the data within no more than 5 business days.	X				
DMNG-02	Contractor shall maintain an accurate detailed description of the data backup methodology for the life of the contract, including at a minimum:					
DMNG-02.1	Classification of data criticality	X				
DMNG-02.2	Frequency of full and incremental backups	X				
DMNG-02.3	Offsite rotation	X				
DMNG-02.4	Restoration procedures	X				
DMNG-02.5	Storage of backups.	X				
DMNG-03	The Contractor shall maintain geographically diverse backups of all configurations at a warm or hot site back-up site for failover in the event of catastrophic failure of the existing System.	X				
DMNG-04	Contractor shall maintain backups of all configurations, so that in the event of catastrophic failure of both primary and secondary servers, all servers can be restored within three hours of reporting System failure.	X				
DMNG-05	Contractor shall ensure a backup of the County instance is taken before any configuration changes to Contractor Software, to ensure no impact to operations when performing updates to configurations.	X				
DMNG-06	Contractor shall ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and or to the most current backup available.	X				
DMNG-10	The system shall have the ability to utilize data validation to ensure the quality of data. This may include administrative code tables, dates, user-supplied data such as street names or personnel lists, data formatting and other forms of data validation to ensure optimal data integrity.	X				
Software Training						
TRN-01	Contractor shall provide the following software training at a minimum:					
TRN-01.1	Contractor shall provide refresher sessions to County personnel as requested by the County for the first 6 months after Go-Live.	X				
TRN-01.2	Contractor shall provide 1 hour Monthly Webinars to County personnel on topics requested by the County so long as there is an active contract.	X				
TRN-02	The Contractor shall include initial training for the Contractor's Software.	X				
TRN-03	The Contractor shall include, as an itemized cost option, annual refresher training for the Contractor's software.	X				
TRN-04	Upon completion of the testing and training of users, provide all requested support for the initial rollout of the System.	X				
TRN-04.1	This is training required after successful completion of Acceptance, Performance, and Reliability Testing.	X				
TRN-05	The Contractor shall assist the County by providing training materials, support and consultation with both Project and Training managers on-site for the first five days of the implementation.	X				
TRN-06	The Contractor shall provide comprehensive, hands-on training for up to five (5) County system administrators.	X				
TRN-07	The Contractor should provide initial and annual recorded trainings firsthand in-person or online (i.e., not using the train-the-trainer model or a non-synchronous recorded trainer)	X				
TRN-08	County shall ensure Contractor has access to facilities for training purposes.	X				

Requirements for Software		C	N	A	M	T
Reporting						
RPRT-01	Contractor shall be responsible for creating Arlington-specific reports (e.g., form generator):					
RPRT-01.1	During Implementation.	X				
RPRT-01.2	Following Implementation, without vendor intervention.			X		
RPRT-05	System shall include County symbology and icons where designated or requested (e.g., Arlington County and/or FD header, emblem, etc.).	X - CONFIRMED				
RPRT-07	System shall allow agency-defined personnel to approve activity reports.	X - CONFIRMED				
RPRT-08	System shall allow user to resume work on a saved report at the exact location in report completion process with no loss of data.			X		
RPRT-09	Contractor shall remove any reports deemed not necessary by the County as part of implementation.	X - CONFIRMED				
Interfaces						
INT-01	Contractor shall complete a County provided Interface Control Document (ICD) during Requirements Planning, as explained in the Project Schedule.	X - CONFIRMED				
INT-02	System shall support the capture and presentation of the following metadata surrounding the any interfaces and be accessible by authorized and designated County personnel:					
INT-02.1	Routines.	X				
INT-02.2	Upload times.	X				
INT-02.3	Error reporting and Logging.	X				
INT-02.4	Exceptions.	X				
INT-02.5	Failures.	X				
INT-03	The proposed solution should have the ability to populate outlook calendar as needed.		X			
INT-05	Contractor shall provide a plan to ensure all interfaces are ready for functional testing according to the Implementation plan.	X				
INT-05.1	Any costs or required work to maintain existing functionality due to an upgrade or changes in Contractor software shall be borne exclusively by the Contractor.	X				
INT-06	The Contractor shall provide any required changes or correction to any interfaces provided by the Contractor, caused by changes made to 3rd party software other than the Contractor's, at standard hourly fees negotiated as part of this solicitation based on the resources and roles required to perform the work.		X			
INT-07	Contractor shall provide cost impact on the Integration fee for each individual interface for consideration.	X - CONFIRMED				
INT-08	Contractor shall identify any standard interfaces already developed as part of an Contractor's response based on the County provided System interface Control Document Reference document.	X				
INT-09	System shall provide the 7 interfaces listed on the Inteface Diagram from TCE Publisher to the following systems:					
INT-09.1	Azure AD	X				
INT-09.2	ESRI ArcPro -	X				
INT-09.3	Accella -		X	X		
INT-09.4	First Due -	X				
INT-09.5	Oracle E-Business Suite -		X	X		
INT-09.6	Paymentus (by JP Morgan Chase)		X	X		
INT-09.7	County Public Safety Data Warehouse -		X	X		
INT-09.8	Fire Code Permitting Software (TBD) - FirstDue SizeUp	X				
INT-10	Contractor shall ensure ESRI ArcPro is the sole GIS application used across the entire system and any instances of GIS, and fully replace any existing Google GIS components with ESRI components.	X				
INT-11	Contractor shall ensure all interfaces listed can be achieved via an API.				X	
INT-12	Contractor shall ensure each API has all parameters, calls and responses documented.				X	
INT-12.1	Contractor shall update and maintain API documentation for the life of the contract.				X	
Legacy Data & Data Migration						
LDDM-01	Contractor shall include migration of all historical CodePal data to ensure it is available for functional testing and included within the database to maintain necessary records.	X - CONFIRMED				
LDM-01.1	Accurate and complete data from the migration shall be included as part of all testing.	X				
LDM-02	Contractor shall upload the then current County Fire Code as part of implementation -			X		
LDM-02.1	Contractor shall ensure data integrity and accuracy of uploaded Fire Code as part of User Acceptance Testing.			X		

Tab C. Information Risk & Security

	Information Security	C	N	A	M	T
General Configuration & Access Controls						
GCAC-01	Port configuration for all Contractor software shall be documented and submitted for review and approval by Department of Technology Services (DTS) Network and Security teams, including at a minimum:	X				
GCAC-01.1	TCP/UDP port and protocol information with description.	X - CONIRMED				
GCAC-01.2	Contractor shall be required to obtain and maintain current validation from Inspectors regarding their licensure status.	X - CONIRMED				
GCAC-02	Contractor shall ensure any cloud solution addresses each of the OWASP (Open Web Application Security Project) Top Ten	X				
GCAC-03	Contractor shall install a County-approved anti-virus software on all software and hardware, which Contractor shall configure as needed to ensure all functionality is operating as required.	X				
GCAC-04	Contractor shall describe any password reset functionality via security questions or other authentication factors	X				
GCAC-05	Contractor shall detail security mechanisms for exposing any API(s) and/or web service(s) to destinations inside or outside Firewalls	X				
GCAC-07	System shall leverage County approved Multi-Factor Authentication for access to the application.		X - CONFIRMED			
GCAC-08	Software shall authenticate against the County's approved Identity Provider (Microsoft Azure AD) in support of Single-Sign On (SSO).		X - CONFIRMED			
GCAC-09	System shall be configured to allow detailed scanning, logging and monitoring by County DTS Network & Security approved software.		X			
GCAC-10	The system shall secure all vendor, contractor, and subcontractor details, especially Personal Identifiable Information (PII).	X				
Identity & Access Management						
IAM-01	The system shall have the ability to build user profiles and control different levels of access rights, which can be assigned to unique user ID's.	X				
IAM-02	The system shall allow a System Administrator to add/modify/delete statutes, codes, etc. as needed by County personnel.	X				
IAM-03	The system shall have the ability to use Role Based Access Control to permit authorized users to generate permitting, performance and financial inspections.	X				
IAM-04	The system shall have the ability to support security group and permission settings based on user's role.	X				
IAM-05	The system shall provide capability to restrict access to records within the system, based on User ID or User Profile.	X				
IAM-06	System shall allow for those with System Administration roles to view and query all data in the System, regardless of creator of the data.	X				
IAM-07	County shall have access to configure or update Identity and Access Management controls to include:	X				
IAM-07.2	Creation and modification of access control groups for user accounts	X				
IAM-08	Contractor shall detail every system administrative privilege controlled by role based access control.	X				
IAM-09	Contractor shall define all roles that exist for role based access control, and their baseline configuration.	X				
IAM-10	Contractor shall be responsible for configuration of all user profiles of the System software.	X				
IAM-11	Remote access shall allow the County, or County-credentialed outside users, the same features and functionalities permitted by the user's level of access on web-enabled computers, laptops, tablets and smart phones.	X				
Cryptography, Encryption and Key Management						
CEK-01	Contractor shall ensure strong work factor encryption systems are implemented for the systems data is in motion	X				
CEK-02	Contractor shall ensure strong work factor encryption systems are implemented for the systems data is at rest.	X				
CEK-03	Contractor shall utilize and provide policies describing their key management lifecycle.	X				
CEK-05	Contractor shall ensure key strength and work factor for all encryption systems shall conform to DTS Security requirements.	X				
CEK-06	Contractor shall identify any components not wholly owned or managed by the Contractor (e.g. open sourced code or libraries)	X				
CEK-07	Contractor shall only use key vaults or digital wallets approved for use by County DTS	X				
CEK-08	Contractor shall only use assymetric encryption for non-repudiation that has been approved by County DTS.	X				
CEK-09	Contractor shall issue and maintain a valid X.509 certificate for all websites used by the County that the Contractor hosts.	X				
Patching & Updates						
PS-01	Contractor shall be responsible for updating all system components security and OS patching:					
PS-01.1	Contractor shall update all system components within one day of release for critical patches (Common Vulnerabilities and Exposures (CVE) Common Vulnerabilities and Exposures scores higher than 8.0)	X				
PS-01.2	Contractor shall update all system components within three day of release for high level patches (Common Vulnerabilities and Exposures (CVE) Common Vulnerabilities and Exposures scores higher than 6-8)	X				
PS-01.3	Contractor shall update all system components within one month of relase for medium level patches (Common Vulnerabilities and Exposures (CVE) Common Vulnerabilities and Exposures scores higher than 4-6)	X				
PS-01.4	Contractor shall update all system components within one month or upon written justification for why patching is not being resolved for Low (CVE score of 1-4).	X				
PS-03	Contractor patching and update responsibilities for system components shall include at a minimum:					
PS-03.1	Active research and monitoring of patches impacting all servers and software relied upon by the Contractor Software	X				
PS-03.2	Testing before deployment of any patches or update installations	X				
PS-03.3	Debugging and troubleshooting any issues related to patching and updates of servers	X				
PS-04	Contractor shall certify the Contractor's system supports the latest version of the following modern browsers:					
PS-04.1	Edge	X				
PS-04.2	Chrome	X				
PS-04.3	Mozilla	X				

Information Security		C	N	A	M	T
Logging & Monitoring						
LM-01	Contractor shall provide logs of DLP or SIEM systems in format defined by County for ingestion and review by County IT Security Operations personnel, if those tools are in use.		x			
LM-02	Contractor shall ensure access by County for information relating to diagnostics and system performance, and system performance metrics.		x			
LM-03	Contractor's software shall maintain system logs of unauthorized access attempts, with the minimum following information for each unauthorized attempt:					
LM-03.1	Date	X				
LM-03.2	Time	X				
LM-03.3	User ID	X				
LM-03.4	Device	X				
LM-03.5	Location	X				
LM-04	Contractor's software shall maintain an audit trail of all security maintenance performed with the following minimum information:					
LM-04.1	Date	X				
LM-04.2	Time	X				
LM-04.3	User ID	X				
LM-04.4	Device	X				
LM-04.5	Location	X				
LM-04.6	Version or release information (if available)	X				
LM-04.7	Relevant security vulnerabilities (e.g. CVE, if applicable)	X				
LM-5	Contractor shall use a Data Loss Prevention (DLP) tool to identify any data leakage or unauthorized data movement related to the system.	X				
LM-6	Contractor shall use a Security Incident and Event Management (SIEM) monitoring tool for active monitoring of system components.	X				
LM-7	Contractor should provide County with reports from quarterly monitoring and scanning by third party.	x				
LM-8	The system shall log all database operations (read, write or execute).	X				
LM-9	The system shall allow logs to be archived and recalled as needed.	X				
LM-10	The system shall maintain a full audit trail of all security maintenance performed.	X				
LM-11	The system shall provide the capability to audit the system.	X				
LM-12	System shall capture any changes made in the system, capturing at a minimum:					
LM-12.1	Timestamp of events	X				
LM-12.2	User associated to the event	X				
LM-12.3	Nature of the event (Creation/Read/Update/Delete or Read/Write/Execute)	X				
LM-12.4	Initial/Final Value	X				
LM-12.5	Device ID (or MAC address)	X				
LM-13	The system shall allow auditing and assurance capabilities for both online or batch reporting.	X				
LM-14	The system shall be able to export any online or batch reporting into County standard formats.	X				
LM-15	System shall include database activity monitoring or file access monitoring to monitor data that is in motion.	X				
LM-16	The system shall scan for viruses or malware within uploaded documents.	X				
Incident Response						
IR-03	The Contractor shall pay for or reimburse the County in full for all costs incurred by the County in investigation and remediation of any security incident, including but not limited to:					
IR-03.1	Provision of notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract;	X				
IR-03.2	Provision of one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft;	X				
IR-03.3	Payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of a security incident.	X				
IR-04	The Contractor shall adhere to the Recovery Time Objective (RTO) not to exceed 2 calendar days or 48 hours in the event of any emergency or incident.	X				
IR-05	The Contractor shall provide a detailed description of risk mitigation and disaster recovery architecture for the Contractor system as well as continuity of operations plans.	X				
IR-06	The Contractor shall utilize as part of commercial disaster recovery services, a completely redundant system running in parallel (warm or hot site) in a geographically diverse location from the production environment.	X				
Information Security Policy & Insurance						
ISPI-01	Contractor shall provide copies of the following Policies, and attest to it's distribution and agreement by any employee's or Contractors who work with County Information Technology assets:					
ISPI-01.1	Acceptable Use Policy	X				
ISPI-01.2	Remote Access Policy	X				
ISPI-01.3	Access Control Policy	X				
ISPI-02	In the event of any incident that requires activation of the County Emergency Operations Plan (EOP), the Contractor shall comply with all guidance and instruction from designated and authorized parties, in accordance with the then current EOP.	X				

	Information Security	C	N	A	M	T
ISPI-03	The Contractor agrees to indemnify, hold harmless and defend the County from and against all claims, damages, or other harm related to such security incidents.	X				
ISPI-04	Contractor shall provide in their response a summary surrounding business continuity controls and methodology to ensure the system meets availability requirements.	X				
ISPI-05	Contractor shall provide in their response a summary surrounding disaster recovery planning to ensure the system meets availability requirements.	X				
ISPI-06	Contractor shall describe their information security training policies and programs for their employees.	X				
ISPI-07	Contractor shall identify and list as part of the administrative manual, all configuration changes that can be done only by Contractor's staff.	X - CONIRMED				
ISPI-09	Contractor shall provide the amount of coverage listed within the cybersecurity insurance policy and dates of coverage for the policy	X				
Password and Login Controls						
PLC-01	System shall have system enforced password controls that require:					
PLC-01.1	Specified strong passwords to include minimum length and combination of alpha and numeric characters	X				
PLC-01.2	User passwords automatically changed or revoked after a user defined period has passed	X				
PLC-01.3	Users to change their passwords following the initial setup or resetting of the password	X				
PLC-02	System shall prevent system administrators from disabling password controls	X				
PLC-03	System shall prevent auto logon, application remembering, embedded scripts, and hard-coded passwords in the software.	X				
PLC-04	System shall maintain a history of previously used passwords to prevent Users from reusing any of their previously used passwords.	X				
PLC-05	System shall permit Users to change their own passwords at their discretion.	X				
PLC-06	System shall prohibit logon after a specified number of consecutive invalid login attempts.	X				
PLC-07	System shall automatically deactivate any session by logging the User out after a specified set of time.	X				
PLC-08	System shall ensure passwords entered are in a non-display field.	X				
Risk, Audit and Quality of Service						
RAQS-01	The Contractor shall document completion and compliance to the following for all system components:					
RAQS-01.1	Statement on Standards for Attestation Engagements (SSAE) 18	X				
RAQS-01.1.1	Service Organizational Control 1 Type I Report	X				
RAQS-01.1.2	Service Organizational Control 1 Type II Report	X				
RAQS-01.1.3	Service Organizational Control 2 Report	X				
RAQS-02	Any Contractor personnel visiting the County's facilities shall comply with all applicable County policies regarding access to, use of, and conduct within such facilities.	X				

EXHIBIT B
CONTRACTOR PRICING AND END-USER FEES

End-users will pay the total fee (County Fee + Contractor Fee + Processing fee) to the Contractor per the submittal frequency. The Contractor shall pay the County the fees in column "County Fee" monthly.

SYSTEM TYPE	SUBMITTAL FREQUENCY	COUNTY FEE	CONTRACTOR FEE	PROCESSING FEE	ANNUAL CHARGE
Mechanical Smoke Exhaust System - 909.20, 910.5 (VSFPC)	Semi-Annual	$175	$18	7%	$413.02
Commercial Kitchen Hood Suppression System - 904.12.6 (VSFPC)	Semi-Annual	$175	$18	7%	$413.02
Emergency Power Generator - 913.5.2, 913.5.3 (VSFPC)	Monthly	$25	$18	7%	$552.12
Internal antenna/amplifier System - 510.2.1 (Code of Arlington-FPC 8.1) (Zoning-site Condition #37)	Annual	N/A	$18	7%	$18
Fire Alarm System - 907.8 (VSFPC)	Semi-Annual	$175	$18	7%	$413.02
Elevator Recall - 907.8 (VSFPC)	Semi-Annual	$175	$18	7%	$413.02
Fire Pump - 913.5 (VSFPC)	Weekly, Monthly, Annual	Monthly: $25 Annually: $315	$18	7%	Monthly: $552.12 Annually: 356.31
Paint/Spray Booth Suppression System - 2404.4 (VSFPC)	Annual	$175	$18	7%	$206.51
Special Suppression System - 904.1 (VSFPC)	Annual	$175	$18	7%	$206.51
Sprinkler System (Wet, Commercial) - 901.6.1, 903.5 (VSFPC)	Electrical Water Flow: Semi-Annual Mechanical Water Flow: 3-Month	Semi-Annual: $175 3-Month: $110	$18	7%	Semi-Annual: $413.02 3-Month: $547.84
Sprinkler System (Dry, Commercial) - 901.6.1, 903.5 (VSFPC)	Semi-Annual	$175	$18	7%	$413.02
Standpipe System - 905.1 (VSFPC)	Annual	$175	$18	7%	$206.51
Standpipe Flow Test - 905.1 (VSFPC)	5-Year	$200	$18	7%	$233.26

EXHIBIT C
CONTRACTOR'S TERMS AND CONDITIONS, MAINTENANCE SCHEDULE AND MINIMUM SERVICE LEVELS

1.   RESTRICTIONS ON USE
The County shall not copy, distribute, create derivative works of or modify the System in any way. The County (a) shall only permit its officers and employees (collectively, the "Authorized Users") to use the System for the benefit of County; (b) shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the System; (c) shall not sell, resell, rent or lease the System; (d) shall not use the System to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) shall not interfere with or disrupt the integrity or performance of the System or third-party data contained in the System; (f) shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the System; (g) shall not permit anyone other than the Authorized Users to view or use the System and any screen shots of the System; and (h) shall not disclose the features of the System to anyone other than the Authorized Users.

2.   PROPRIETARY RIGHTS
All right, title and interest in and to the System, the features of the System and images of the System, as well any and all derivative works or modifications thereof (the "Derivative Works"); any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the System or Derivative Works (the "Documentation"); and any reproductions of the Documentation remain with the Contractor. The County shall not remove any product identification or notices of such proprietary rights from the System. Except for the limited use rights established by this Contract, the County has no right, title or interest in the System, the Derivative Works or the Documentation.

3.   RESERVATION OF RIGHTS
The Contractor may, in its sole discretion and with prior notice to County, discontinue, add, adapt, or otherwise modify any design or specification of the System and/or the Contractor's policies, procedures, and requirements specified or related to the System.

4.   USE OF LOGOS
During the term of this Agreement, the Contractor will have the right to use County's logos only for the purpose of providing the System to County.

5.   CONFIDENTIAL INFORMATION
In providing the System, the Contractor and the County may disclose to the other party certain confidential or, proprietary information ("Confidential Information"). Confidential Information may include, but is not limited to, the System, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information to any third party other than to comply with federal and state laws or any court order requiring disclosure. To the extent possible, the party that is required to disclose the other's Confidential Information shall provide prior written notice and shall disclose only the information that is required by law. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by the receiving party without use of any Confidential Information. At the termination of this

Agreement, each party will return to the other party all Confidential Information of the other party. Neither party shall duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party.

6.   DISCLAIMER

The Contract specifically disclaims any representation or warranty as to the accuracy or completeness of any information entered into Contractor's database by either the County or third-party inspectors. The Contractor makes no other warranty, express or implied, with respect to the system or any other information and all other warranties, whether express or implied, are hereby disclaimed, including, without limitation, the implied warranties of merchantability and fitness for particular purpose.

7.   LIMITATION ON DAMAGES

In no event will the Contractor be liable for special, consequential, or indirect damages, including, but not limited to, loss of use, loss of profits. The County acknowledges and agrees that in no case shall the Contractor's liability for any loss of data or data integrity exceed the replacement cost of the media on which the data was stored. No limits apply, however, to claims of intellectual property indemnification, personal Injury or death.

8.   RISKS INHERENT TO INTERNET

The County acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of the Contractor, and (d) Contractor does not own, operate or manage the Internet. The County assumes these risks knowingly and voluntarily releases Contractor from all liability from all such risks. The Contractor also shall have no liability for: (1) errors in the System resulting from misuse, negligence, revision, modification, or improper use of all or any part of the System by any entity other than the Contractor or its authorized representatives; (2) any version of the System other than the then-current unmodified version provided to the County; (3) the County's failure to timely or correctly install any updates to the County Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) the County's failure to provide and maintain the technical and connectivity configurations for the use and operation of the System that meet Contractor's recommended requirements; (6) nonconformities resulting from or problems caused by non-Contractor products or services; or (7) data or data input, output, accuracy, and suitability that are under County's exclusive control.

9.   UPTIME AND MAINTENANCE

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by the County at least 99.5% of the time or better and the Contractor shall use reasonable efforts to provide the County with advance notice of any unscheduled downtime.

10.   RESPONSE TIME

The Contractor shall respond to telephone calls from the County within two (2) hours of the call and/or message and all emails from the County within two (2) hours of the receipt of the email.

11.   CUSTOMER SUPPORT

Customer support hours are 24/7/365. The number is (630) 413-9511. The Contractor shall assign the County a dedicated customer representative with direct access to their email and work number.

12.   SERVICE LEVEL APPLICATION

Priority	Severity	Definition	Initial Response Time	Target Resolution Time	Example(s)
1	Critical	Services are not available.	30 minutes	1 hour	• Unable to login to application • Unable to access critical application functionality.
2	Major	Service degradation, no work around available.	1 hour	2 hours	• Application errors • Functionality unavailable
3	Minor	Limit degradation/work around available.	4 hours	12 hours	• Application error affecting small number of users
4	Scheduled	Planned maintenance requests for application or infrastructure.	7 days	As scheduled	• Infrastructure changes • New feature rollouts.

EXHIBIT D
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Brycer, LLC ("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. 23-FIR-RFP-304a (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 within 24 hours 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 *NonDisclosure 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 *NonDisclosure 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: _Matthew Rice_
DocuSigned by:
E88631E91118487...

Printed Name and Title: Matthew Rice   President

Date: 6/21/2023

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it 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 my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-FIR-RFP-304 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. 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, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise 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.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of 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 authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will 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. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected

to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I 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. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are 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 *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT