



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

CONTRACT AWARD COVERPAGE

TO: Locality Media, Inc., dba First Due
107 7th Street
Garden City, NY 11530

DATE ISSUED: June 22, 2023
CONTRACT NO: 23-FIR-RFP-304b
CONTRACT TITLE: Fire Prevention and Code
Enforcement Software 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-304b including any attachments or amendments thereto.

EFFECTIVE DATE: 6/28/2023
EXPIRES: July 31, 2024
RENEWALS: Four (4) Renewals Remaining.
COMMODITY CODE(S): 20938
LIVING WAGE: N

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

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

VENDOR CONTACT: Andreas Huber, CEO & President **VENDOR TEL. NO.:** (516) 874-2258
EMAIL ADDRESS: accounting@firstdue.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 Title Procurement Officer Date 6/28/2023

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

AGREEMENT NO. 23-FIR-RFP-304b

THIS AGREEMENT is made on June 22, 2023, between Locality Media, Inc., dba First Due, located at 107 7th Street, Garden City, New York 11530 ("Contractor" or "First Due"), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Definitions, Scope of Services and Contractor's Table of Conformance
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor and Individual)
- Exhibit D – Contractor's Agreement for Services

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

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF 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 Fire Prevention and Code Enforcement. 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

Time is of the essence. The Work will commence on 6/28/2023 and must be completed no later than July 31, 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 August 1, 2024 to July 31, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor for the Fire Code Permitting and Inspections Software in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. All payments will be made from the County to the Contractor via ACH. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. During the implementation phase, the County will pay the Contractor within forty-five (45) days after receipt of an invoice for the percentage of work as follows:

Implementation Payment Milestone	Cost % of Implementation
Project Kick-Off	10%
Requirements Planning	15%
Requirements Completion & System Configuration	40%
User Acceptance Testing	25%
Reliability Acceptance & Go-Live	10%
TOTAL	100%

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

7. 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.

8. 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.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. 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.

11. 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).

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. 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's Office
1425 N. Courthouse Road
Arlington, Virginia 22201

14. 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.

15. 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.

16. 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.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

18. 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.

19. 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.

20. 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.

21. 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 or intentionally wrongful acts, willful misconduct, or omissions, including the 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.

22. 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.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all

copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

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

The Contractor owns and shall retain all right, title, and interest in and to the Service and its components, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by the Contractor to the County in connection with the delivery of services or performance of this Contract) and any and all future enhancements or modifications and intellectual property rights, but not Data furnished by the County. Except as expressly provided in this Contract or as otherwise authorized in advance in writing by the Contractor, the County and County Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service, provided, however, that nothing in this Contract shall restrict the County's use of the Data that the County has provided.

24. OWNERSHIP OF WORK PRODUCT

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

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

25. 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 C) 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. AMENDMENTS

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

36. 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.

37. 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.

38. 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.

39. ARBITRATION

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

40. 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.

41. 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.

42. 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.

43. 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.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

45. HEADINGS

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

46. AMBIGUITIES

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

47. NOTICES

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

TO THE CONTRACTOR:

Andreas Huber, CEO and President
Locality Media, Inc. dba First Due
107 7th Street
Garden City, NY 11530
Phone: (516) 874-2258
Email: accounting@firstdue.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

AND

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

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

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

48. 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.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. 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.

51. 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.

52. 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. Modifications to Policies and Procedures: 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. No Extra Charges: 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.

53. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$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. Business Automobile Liability - \$1,000,000 combined single-limit (non-owned and hired).
- d. Umbrella/Excess Liability - \$1,000,000 Injury, Property Damage, and Personal Injury.
- e. Miscellaneous E&O/Professional Liability - \$2,000,000 per occurrence/claim.
- f. Cyber Insurance - \$3,000,000 per occurrence/aggregate - Contractor shall maintain Cyber Risk and/or Technology Errors and Omissions 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. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- h. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- i. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

54. 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
COUNTY, VIRGINIA

LOCALITY MEDIA, INC. DBA FIRST DUE

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Andreas Huber
CCCADEED06A643A...

NAME: Tomeka D. Price

NAME: Andreas Huber

TITLE: Procurement Officer

TITLE: CEO & President

DATE: 6/28/2023

DATE: 6/28/2023

EXHIBIT A
SCOPE OF SERVICES

DEFINITIONS

The following definitions apply to this procurement:

1. **An Authorized User/Workstation** is any computer that is connected to access the Licensed Software and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
2. **Application Users** include trained and authorized employees of the County, trained and authorized independent contractors engaged by the County and entities contracting with the County for services.
3. **Backup** is a copy of files and programs made to facilitate recovery, if necessary.
4. **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
5. **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.
6. **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.
7. **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.

8. **Delivery of Licensed Standard Software** is Licensed Standard Software delivered to the County in a machine-readable form via a network connection, or on appropriate media if requested by the County, as soon as the software is available after the Contract Effective Date.
9. **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.
10. **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

- 3) Planned Down Time. This would include Planned updates and testing related incidents.
- 4) 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.
11. **Failover** is a method in which standby equipment automatically takes over when the main system fails.
12. **Go-Live** is the point at which the software system, module or update is implemented into active and live operation mode.
13. **Ingested** is a technical term for pulling data in from an interface as opposed to exporting data to another location.
14. **Installation of Licensed Standard Software** is deemed to occur, for all billings or other events described in the Contract Documents, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a County server or computer;
or
 - (b) thirty days after delivery of the Licensed Standard Software.
15. **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.

16. **Licensed Custom Software** includes any software (programs or portions of programs) developed by the Contractor specifically for the County's own use.
17. **Licensed Products** includes the licensed software, the related licensed documentation, and the authorized copies of the product sold by the Contractor in accordance with the Contract Documents.
18. **Licensed Software** includes the Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.
19. **Maintenance Services (or Maintenance)** are services, preventive and remedial, provided by the Contractor to ensure continued operation of the System.
20. **Project Acceptance** means completed and successful acceptance by the County as described in the Scope of Services.
21. **Reliability Testing** is part of the overall Acceptance Testing requirements that demonstrates the operational capability and reliability of the System and System Components.
22. **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.
23. **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.
24. **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.
25. **Software Change Control Methodology (SCCM)** is a County process to ensure appropriate change control and maintain the integrity of the requirements and the Contract.
26. **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.
27. **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 99.5% uptime. The formula for calculating System Availability is as follows:

a) **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)**.

b) **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.
- c) Any delays in response that the County agrees were caused by the County shall be deducted from either calculation.

28. **Upgrades** are any enhanced and/or improved versions of the Licensed Software that are provided under this Agreement and released after the Effective Date of this Agreement.

SCOPE OF SERVICES

The Contractor shall provide Fire Prevention and Code Enforcement software solution(s) meeting the primary objectives listed below.

- A. **Fire Code Permitting and Inspections Software Solution** – A system to manage and support the Fire Prevention Office’s (FPO) complete inspections and permitting process, including records management, scheduling, mobile field inspections, issuing relevant fees, permits, invoices, and interfaces to appropriate County systems. The software solution that the County seeks to acquire is described in detail in Exhibit A – Contractor’s Table of Conformance.

Requirements for the software solution include all equipment, installation, software, hardware, infrastructure including network, security, training, shipping, transportation, and services, 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 99.5%.

1. The Contractor and its software solution shall provide the following as detailed in Exhibit A 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

2. The Contractor and its software solution shall provide the following as detailed in Exhibit A Table of Conformance: Tab D. 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. **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.

Step 1: Requirements Development

- a. Review of features, changes, and requirements with PSIT. Only items approved by the County Project Officer shall be included in requirements documentation.
- b. Preparation of requirements documentation, to include:
 - i. Detailed descriptions of the required features
 - ii. User Interface and User Design (UI/UX)
 - 1. Screenshots of all impacted menus, screens and reports
 - 2. Written summary of impacts to any business processes
- c. Data
 - i. Entity Relationship Diagram (ERD) changes, if applicable, as determined by the County Project Officer
 - ii. List of all affected data types and element changes, if applicable, as determined by the County Project Officer

Step 2: Design & Approval

- a. Review of Requirements Documentation (RD) with County stakeholders
- b. Submission of completed requirements documentation to the County Project Officer for review.
- c. Provision of Level of Effort (LOE) based on requirements. All LOEs shall have a Not to Exceed (NTE) clause measured in hours to ensure accuracy in estimating. RD must be accepted and approved by the County Project Officer in writing before the Contractor performs any programming or changes.

Step 3: Change Testing and Validation

All changes are subject to the testing steps listed in the Implementation Testing section immediately following this section, unless otherwise specified by the County Project Officer.

4. 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:

- a. 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.
- b. 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.

- c. 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.

- d. 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.

- a. **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.

- b. **Acceptance Testing: Reliability Requirements**

1. 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.
2. In order to complete the Reliability Test successfully the following must occur:
 - i. All Systems and System Components must demonstrate full availability for 90 consecutive calendar days.
 - ii. 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.
 - iii. 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.
 - iv. 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.
3. If the System or any System Component falls below the required availability mark of 99.5% 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.

4. The Contractor shall 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 Contractor shall forfeit the Reliability payment, and the County may elect to terminate the Contract, as specified in the Terms and Conditions.

5. **Project Schedule and Milestones:** The Contractor shall adhere to the following project schedule**:

Project Kick-Off. Within 20 business days** of contract execution, the Contractor shall

- a. Meet with designated County personnel for a Kick-Off meeting, including at a minimum the Contractor's Project Manager and Technical Lead.
- b. Provide all data collection workbooks requiring County completion or feedback from the County.

Requirements Planning. Within 40 business days** of contract execution, the Contractor shall provide an updated implementation plan based on the contract execution date:

- i. Updated Interface Control Document (ICD) for County Approval.
- ii. Updated project schedule, based on key personnel schedules and availability, that includes scheduling of the go-live date.
- iii. Data Conversion and Migration plan for legacy data migration from CodePal to the new system.
- iv. Updated requirements document with traceability to Table of Conformance.
- v. Testing & Go-Live implementation plan for implementation of the Contractor's software.
- vi. 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:

- i. Configured Software for Review
- ii. Acceptance Test Plans, including at a minimum:
 1. Reliability Testing Plan
 2. Training plan for all County personnel
 3. Training plan for third-party testers' use of functions available to them as described in the updated requirements.
 4. 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:

- a. Functional Unit Acceptance Test to confirm all requirements listed in the Table of Conformance are met.
- b. 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.

5. Transition Requirements

When the Contract terminates for any reason, the Contractor shall:

- a. Provide the software solution records in a format acceptable to the County at no additional cost (e.g., Excel, xml, pdf, etc.).
- b. Work with the County to ensure a seamless, expedient, and non-disruptive transition to any new contractor.

**Timeframes are subject to change based on the timeliness of the County in completing required project tasks, customer priorities and schedules, and third-party vendors and integrations.

TABLE OF CONFORMANCE

Arlington County, VA

**Table of Conformance
Response Instructions**

Detailed requirements for the systems desired by Arlington County are provided in this workbook. These requirements are based on the needs and requirements of the County as well as industry standard guidelines for public safety systems design, implementation and operation. The following codes should be used to indicate the ability of the proposed system to meet the needs of the County.

Response	Code
Proposed system complies with requirement.	C
Proposed system does not comply with requirement.	N
Proposer recommends an alternative no-cost way to meet requirement. Proposer shall provide explanation in the "Comments" column.	A
Proposed system requires a custom software modification to comply with requirement, but does not require third party software. Proposer shall provide an explanation in the Comments column and list additional costs, cross-referencing the requirement, in the Cost Proposal.	M
Proposed system requires third party software to comply with requirement. Proposer shall provide an explanation in the Comments column and list additional costs, cross-referencing the requirement, in the Cost Proposal.	T

Place an "X" within the appropriate response column next to each requirement. Where applicable and where requested, provide additional information that describes the way in which the proposed system fulfills the given requirement or how an alternative to the requirement will meet the County's needs. Short responses may be provided in the "Comments" column, while longer answers may be provided on a separate page. Do not insert rows into any portion of the document.

Please respond to each requirement. Omitted responses will be evaluated as response codes of "N" (proposed system does not comply with requirement).

Tab A: Fire Permitting & Inspections:

Fire Code Permitting and Inspections System		C	N	A	M	T
General Functionality						
FCP-G-01	The system shall have the ability to track information about all locations requiring an inspection or permit, related to:					
FCP-G-01.1	Occupancies	X				
FCP-G-01.2	Special Events	X				
FCP-G-01.3	Hazardous Materials	X				
FCP-G-02	The system shall have the ability to create a profile for a physical location that includes:					
FCP-G-02.1	Address type (mailing/service)	X				
FCP-G-02.2	Street number	X				
FCP-G-02.3	Direction (N/S/E/W)	X				
FCP-G-02.4	Street name	X				
FCP-G-02.5	City, State, Zip	X				
FCP-G-02.6	Country	X				
FCP-G-02.7	Region/County/District	X				
FCP-G-02.8	Latitude/Longitude	X				
FCP-G-02.9	Occupancy type	X				
FCP-G-02.10	Property use	X				
FCP-G-02.11	Comments/Notes	X				
FCP-G-02.12	Status (Active/Inactive)	X				
FCP-G-02.13	Related addresses	X				
FCP-G-02.14	Legal description	X				
FCP-G-02.15	Party (owner/occupant information with contacts and billing information)	X				
FCP-G-02.16	Fire protection equipment inventory	X				
FCP-G-02.17	Haz-Mat	X				
FCP-G-02.18	Hood system	X				
FCP-G-02.19	List of required permits	X				
FCP-G-02.20	Map (ability to upload graphics/photos) to include occupancy certificate or permits	X				
FCP-G-02.21	Activities (Inspections/Investigations/complaints/System test/Bar check/Etc.)	X				
FCP-G-02.22	Notes/Comments	X				
FCP-G-02.23	District	X				
FCP-G-02.24	Zone	X				
FCP-G-02.25	Other (User Defined)	X				
FCP-G-03	The system shall have the ability to capture inspection information such as:					
FCP-G-03.1	Address	X				
FCP-G-03.2	Business Name	X				
FCP-G-03.3	Property type	X				
FCP-G-03.4	Phone	X				
FCP-G-03.5	Email	X				
FCP-G-03.6	Electronic signature	X				
FCP-G-03.7	Designation	X				
FCP-G-03.7.1	Pass	X				
FCP-G-03.7.2	Fail	X				
FCP-G-03.7.3	Reinspection Required	X				
FCP-G-03.8	Inspection date	X				
FCP-G-03.9	Activity type	X				
FCP-G-03.10	Complete/incomplete	X				
FCP-G-03.11	Owner/occupant	X				
FCP-G-03.12	Building Manager	X				
FCP-G-03.13	Inspector	X				
FCP-G-03.14	Violations	X				
FCP-G-03.15	Status of Required System Tests	X				
FCP-G-04	The system shall have the ability to create supplemental inspections.	X				
FCP-G-05	The system shall have the ability to create custom checklists.	X				

Fire Code Permitting and Inspections System		C	N	A	M	T
General Functionality						
FCP-G-06	The system shall have the ability to support indexing and to create ad hoc inspections on any data in the database.	X				
FCP-G-07	The system shall have the ability to create a fire inspection pass, fail or reinspection inspections	X				
FCP-G-08	The System Administrator will have the ability to VOID a Permit or Inspection record.	X				
FCP-G-08.1	Notations as to the reason for VOID shall be required.	X				
FCP-G-09	System shall allow authorized users to selectively edit and void Permit or Inspection information records, including but not limited to:					
FCP-G-09.1	Single record	X				
FCP-G-09.2	Single Inspection or Permit	X				
FCP-G-09.3	Group/all records	X				
FCP-G-09.4	All except specific records	X				
FCP-G-09.5	Specific information from a single record	X				
FCP-G-10	Ability for activity reports to automatically include:					
FCP-G-10.1	Inspectors email address	X				
FCP-G-10.2	Inspectors telephone number	X				
FCP-G-11	Ability to account for number of days working in summary statistics (e.g., Inspections/day; Permits/day; etc.).	X				
FCP-G-12	System shall ensure congruent value selections in the application for respective identical values in CJRMS.	X				
FCP-G-13	The Contractor shall provide an overview of the proposed solution's Inspection and Permits Module and its functionality.	X				
FCP-G-14	The system shall have the ability to track and categorize inspection activity.	X				
FCP-G-15	The system shall have the ability to assign manually, reassign, override assignment and auto assign inspections to staff based on user defined criteria including districts.	X				
FCP-G-16	The system shall have the ability to search inspections by inspector.	X				
FCP-G-17	The system shall have the ability to search inspections by:					
FCP-G-17.1	Complete	X				
FCP-G-17.2	Incomplete	X				
FCP-G-17.3	Pass	X				
FCP-G-17.4	Fail	X				
FCP-G-17.5	Reinspect	X				
FCP-G-17.6	District	X				
FCP-G-17.7	Zone	X				
FCP-G-18	The system shall have the ability to create custom inspection forms.	X				
FCP-G-19	The system shall have the ability to support code references.	X				
FCP-G-20	The system shall have the ability to enter inspections and track code compliance complaints.	X				
FCP-G-21	The system shall have the ability to enter the details of an inspection.	X				
FCP-G-22	The system shall have the ability to maintain the history of individual permits for a given site address.	X				
FCP-G-23	The system shall have the ability to record hazmat information for buildings.	X				
FCP-G-24	The system shall have the ability to issue different types of permits and apply current and future fee schedules.	X				
FCP-G-25	The system shall have the ability to record and track multiple violations of any type.	X				
FCP-G-26	The system shall have the ability to maintain a history of violations by location.	X				
FCP-G-27	The system shall have the ability to assign a unique ID number to each inspection.	X				
FCP-G-28	The system shall have the ability to provide a means of producing violation inspections. At a minimum, this information shall include:					
FCP-G-28.1	Violation Type	X				
FCP-G-28.2	Date of Violation	X				
FCP-G-28.3	Data of Correction	X				
FCP-G-28.4	Fines and Citations	X				
FCP-G-28.5	Code Reference	X				
FCP-G-28.6	Final Disposition	X				

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General Functionality						
FCP-G-29	The system shall have the ability to query and search by any user defined field to include at a minimum:					
FCP-G-29.1	Permit number	X				
FCP-G-29.2	Applicant name	X				
FCP-G-29.3	Permit status	X				
FCP-G-29.4	Address	X				
FCP-G-29.5	Sub-address	X				
FCP-G-29.6	Application date	X				
FCP-G-29.7	Status type	X				
FCP-G-30	The system shall have the ability to track the status of the inspection.	X				
FCP-G-31	The system shall have the ability to support multiple Hazard Class fields per inspection or permit.	X				
FCP-G-32	The system shall have the ability to query all permits or inspections:					
FCP-G-32.1	Zone	X				
FCP-G-32.2	Occupancy Type	X				
FCP-G-32.3	Violation Type	X				
FCP-G-32.4	District	X				
FCP-G-33	The system shall have the ability to add a code violation table to an inspection module.	X				
FCP-G-34	The system shall have the ability to document and inspection inspectionable quantities of hazmat.	X				
FCP-G-35	The system shall have the ability to query and display assigned inspections by user including:					
FCP-G-35.1	Start Date	X				
FCP-G-35.2	Inspection Type	X				
FCP-G-35.3	Description	X				
FCP-G-35.4	ID	X				
FCP-G-35.5	Address	X				
FCP-G-35.6	District	X				
FCP-G-35.7	Completed Indicator	X				
FCP-G-36	The system shall have the ability to query and display assigned permits including:					
FCP-G-36.1	Issue Date	X				
FCP-G-36.2	Expiration Date	X				
FCP-G-36.3	Name	X				
FCP-G-36.4	Address	X				
FCP-G-36.5	Sub-address	X				
FCP-G-36.6	District	X				
FCP-G-36.7	Type	X				
FCP-G-36.8	ID	X				
FCP-G-36.9	Issued Indicator	X				
FCP-G-36.10	Renewable Indicator	X				
FCP-G-37	The system shall have the ability to display and use a inspection console for canned and custom inspections.	X				
FCP-G-38	The system shall have the ability to search by checklists including:					
FCP-G-38.1	Agency	X				
FCP-G-38.2	Activity	X				
FCP-G-38.3	Checklist	X				
FCP-G-38.4	Check Item	X				
FCP-G-38.5	Constrains	X				
FCP-G-38.6	Criteria	X				
FCP-G-38.7	Operator	X				

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General Functionality						
FCP-G-39	The system shall have the ability to create and search user defined fields including:					
FCP-G-39.1	Address	X				
FCP-G-39.2	Request	X				
FCP-G-39.3	Fee	X				
FCP-G-39.4	Activity	X				
FCP-G-39.5	Violation	X				
FCP-G-39.6	Invoice	X				
FCP-G-39.7	Item	X				
FCP-G-39.8	Party	X				
FCP-G-39.9	Permit	X				
FCP-G-39.10	Project	X				
FCP-G-40	The system shall have the ability to attach graphic files to inspections and permit records (e.g., scene diagram and photos.)	X				
FCP-G-41	The system shall have the ability to attach any Windows-compliant files to an inspections and permit record (e.g. JPEG, video, image, and Word documents.)	X				
FCP-G-42	The system shall support the generation and creation of photographs on reports.	X				
FCP-G-43	The system shall permit downloading of photos.	X				
FCP-G-44	The system shall support sending photos to email addresses.	X				
FCP-G-45	The system shall have the ability to set up a departmental hierarchy including:					
FCP-G-45.1	Department Name	X				
FCP-G-45.2	Department ID	X				
FCP-G-45.3	FPO ID	X				
FCP-G-45.4	County ID	X				
FCP-G-45.5	Address	X				
FCP-G-45.6	Contact Information	X				
FCP-G-45.7	Email Address	X				
FCP-G-46	The system shall have the ability to email and calendar inspection appointments.	X				
Workflow & User Interface/User Design (UI/UX)						
FCP-WUX-01	The system shall have the ability to sort pull down fields (alphabetically, numerically and through a "CONTAINS" function).	X				
FCP-WUX-02	The system shall have the ability for a Fire Marshall to input a separate narrative into the inspection.	X				
FCP-WUX-03	The system shall have the ability to search and use a "type advance" feature to search and select a value in a drop-down list.	X				
FCP-WUX-04	The system shall have the ability to create County-specific checklists	X				
FCP-WUX-05	System shall allow configuration of record type defaults that apply to all users	X				
FCP-WUX-06	System shall allow configuration of "Commonly Used" activities or records per user.	X				
FCP-WUX-07	System shall allow authorized users to query individual personnel activity by:					
FCP-WUX-07.1	Personnel ID/Name	X				
FCP-WUX-07.2	Officer assignment	X				
FCP-WUX-07.3	Reporting district	X				
FCP-WUX-07.4	Date/Time range	X				
FCP-WUX-07.5	Inspection or Permit type	X				
FCP-WUX-08	The system shall have the ability to display the nature of the link (e.g. telephone number, address, current Permits & Inspections, etc.).	X				
FCP-WUX-09	The system shall have the ability to segregate pull down lists by frequency of use.	X				
FCP-WUX-10	The system shall have the ability for end users to identify and track the status of the individual's inspections upon log on.	X				
FCP-WUX-11	The system shall have the ability to select "other" in a drop-down list and allow the user to enter a narrative for the entry.	X				
FCP-WUX-12	The system shall have the ability to create user defined assignments (e.g., system test, system reinspection test, hood test, safety inspections, childcare inspection, etc..).	X				
FCP-WUX-13	The system shall have search and query functionality to allow all users to search for all available system data using user defined parameters.	X				

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Workflow & User Interface/User Design (UI/UX)						
FCP-WUX-14	System shall expedite routine data entry tasks (i.e., workflow functionality) by leveraging the following techniques, at a minimum:					
FCP-WUX-14.1	Code-driven drop-down menus	X				
FCP-WUX-14.2	Type ahead based on dropdown menus	X				
FCP-WUX-14.3	Shortcut keys (e.g., BR = Brown)	X				
FCP-WUX-14.4	Default menus	X				
FCP-WUX-15	System shall be configurable by the County to determine order in which data is entered.	X				
FCP-WUX-16	System shall prompt users to complete all mandatory fields prior to updating a record.	X				
FCP-WUX-17	The proposed solution shall have the ability to allow authorized users to:	X				
FCP-WUX-18	Enable the ability for an InProgress inspection or permit to be transferred to another user.	X				
FCP-WUX-19	To define based on the inspection or request type to which position(s) or individual(s) the inspection or request shall be routed including the final inspection to the customer	X				
FCP-WUX-20	To define whether the individual or position receiving the inspection or request is required to act on the inspection/request	X				
FCP-WUX-21	The proposed solution shall have the ability to:					
FCP-WUX-21.1	Reopen and modify an inspection or request	X				
FCP-WUX-21.2	Add comments to the inspection or request	X				
FCP-WUX-22	The proposed solution shall have the ability to track all workflow items by status and date.	X				
FCP-WUX-23	The proposed solution shall have the ability to notify a user if inspections/requests are waiting for their action.	X				
FCP-WUX-23.1	When a time limit is exceeded, the proposed solution shall send a system and or email notification to the next person in the process.	X				
FCP-WUX-24	The proposed solution shall support routing assignment by person, position, or group.	X				
FCP-WUX-25	The proposed solution shall have the ability to create an escalation action based on delinquency inspection.	X				
FCP-WUX-26	The proposed solution shall have the ability to create check lists to complete specific activities and generate delinquency inspections.	X				
FCP-WUX-27	The proposed solution shall have the ability to enter property information when completing a inspection or permit.	X				
FCP-WUX-28	The proposed solution shall have the ability to associate specific tasks to an individual.	X				
FCP-WUX-29	The proposed solution shall have the ability to auto generate inspection #'s in sequential order and display fire and FPO inspection information including:					
FCP-WUX-29.1	Inspection Number	X				
FCP-WUX-29.2	Inspection Time	X				
FCP-WUX-29.3	Inspection Address	X				
FCP-WUX-29.4	Inspection Type	X				
FCP-WUX-29.5	Inspections	X				
FCP-WUX-29.6	My Inspections	X				
FCP-WUX-30	The proposed solution shall have the ability to create assignments including:					
FCP-WUX-30.1	Start Date	X				
FCP-WUX-30.2	Start Time	X				
FCP-WUX-30.3	End Date	X				
FCP-WUX-30.4	End Time	X				
FCP-WUX-30.5	District	X				
FCP-WUX-30.6	Zone	X				
FCP-WUX-30.7	Name	X				
FCP-WUX-30.8	Start Date	X				
FCP-WUX-30.9	Assignment	X				
FCP-WUX-30.10	FPO ID Number	X				
FCP-WUX-30.11	Status	X				
FCP-WUX-30.12	Hours	X				
FCP-WUX-30.13	Comments	X				
FCP-WUX-30.14	Other (User Defined)	X				

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Workflow & User Interface/User Design (UI/UX)						
FCP-WUX-31	The proposed solution shall have the ability to create tables that display for assignment including:					
FCP-WUX-31.1	FPO ID Number	X				
FCP-WUX-31.2	Position classification / Rank	X				
FCP-WUX-31.3	Status	X				
FCP-WUX-32	The proposed solution shall have the ability to provide a list of personnel assigned to each district/zone, including:					
FCP-WUX-32.1	Last Name	X				
FCP-WUX-32.2	First Name	X				
FCP-WUX-32.3	Middle Name	X				
FCP-WUX-32.4	FPO ID Number	X				
FCP-WUX-32.5	Shift	X				
FCP-WUX-32.6	Rank	X				
FCP-WUX-33	The proposed solution shall have the ability to create form rights and design.	X				
FCP-WUX-34	The proposed solution shall have the ability to assign permissions including:					
FCP-WUX-34.1	FPO ID Number	X				
FCP-WUX-34.2	Rank	X				
FCP-WUX-34.3	Assignment	X				
FCP-WUX-34.4	District	X				
FCP-WUX-34.5	Zone	X				
FCP-WUX-35	The proposed solution shall have the ability to show assigned FPO to scheduled inspections, tests, permits.	X				
FCP-WUX-36	The proposed solution shall have the ability to assign groups and districts to activities.	X				
FCP-WUX-37	The proposed solution shall have the ability to create and administer code tables including:					
FCP-WUX-37.1	Code Table Name	X				
FCP-WUX-37.2	Description	X				
FCP-WUX-37.3	Category	X				
FCP-WUX-37.4	Class	X				
FCP-WUX-37.5	Client Defined	X				
FCP-WUX-37.6	Share with Map	X				
FCP-WUX-38	The proposed solution shall have the ability to create and schedule Inspection and Permit activities including the minimum following information:					
FCP-WUX-38.1	Activity Name	X				
FCP-WUX-38.2	Date	X				
FCP-WUX-38.3	Department	X				
FCP-WUX-38.4	Unit	X				
FCP-WUX-38.5	Shift	X				
FCP-WUX-38.6	Location	X				
FCP-WUX-38.7	Adhoc Inspections	X				
FCP-WUX-38.8	District	X				
FCP-WUX-38.9	Zone	X				
FCP-WUX-39	The proposed solution shall have the ability to configure inspectioning tools to generate non-standard ad-hoc inspections based on user-defined criteria based on any data in the system.	X				
FCP-WUX-40	The proposed solution shall have the ability to autogenerate, track and report outstanding inspections, inspection assignments, system tests, permits and invoices	X				
FCP-WUX-40.1	Inspection Assignments shall be able to be generated based on user defined time limits and district	X				
FCP-WUX-40.2	Any updates to previously assigned inspections will automatically create necessary database transactions required to accurately reflect the changes input by the user for all related tables and records so accuracy of the database and reporting is maintained.	X				
FCP-WUX-41	The proposed solution shall allow users to search reports by:					
FCP-WUX-41.1	District	X				
FCP-WUX-41.2	Zone	X				
FCP-WUX-41.3	User Defined Time Limits	X				
FCP-WUX-42	The proposed solution shall have the ability to track and approve work efforts and requests by means of an approval or workflow hierarchy.	X				
FCP-WUX-43	The proposed solution shall have the ability to allow system administrators to define time limits for each step in the process.	X				

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Workflow & User Interface/User Design (UI/UX)						
FCP-WUX-44	The proposed solution shall have the ability to auto populate alternate reference information from other departments i.e., permitting, building, FRMS, Treasury, etc., into the case report via an interface or import function.	X				
FCP-WUX-45	The proposed solution shall have the ability to notify users and supervisors via email of reinspection, or delinquent inspections within a selectable timeframe.	X				
FCP-WUX-46	The proposed solution shall have the ability to auto-generate an end of tour inspection report.	X				
FCP-WUX-47	The proposed solution shall have the ability to create and modify inspections and forms that can retrieve data from the database for release to other departments within the government (i.e. Building, Permit, Treasury forms that would pull data from inspection inspections).	X				
National, State & Local Compliance						
FCP-NSLC-01	The proposed solution shall have the ability to generate user-definable, ad-hoc inspections.	X				
FCP-NSLC-02	The proposed solution shall maintain compliance with all current and future Virginia Statewide Fire Prevention Code, Arlington County Fire Prevention Code and NFPA standards requirements where applicable.	X				
FCP-NSLC-03	The proposed solution shall have the ability to prompt the user to select the specific code and NFPA standard as necessary on all failed inspection.	X				
FCP-NSLC-04	The Contractor shall perform updates to the system to maintain compliance with all current and future Virginia Statewide Fire Prevention Code, Arlington County Fire Prevention Code and NFPA standards requirements where applicable upon notification by the FPO.	X				
FCP-NSLC-05	The proposed solution shall have the ability to site the specific code and NFPA standard as necessary on all inspections. i.e., failed inspection.	X				
FCP-NSLC-06	The proposed solution shall have the ability to generate NFPA 1031 inspections.	X				
FCP-NSLC-07	Where lookup tables are used, the system shall provide agency specific codes that will link to valid state and federal codes for inspections and submission.	X				
FCP-NSLC-08	The proposed solution shall have the ability to review and download applicable codes for printing or email.	X				
FCP-NSLC-09	The proposed solution shall have the ability to upload NFPA, Virginia Fire Prevention, and Arlington County Fire Prevention references.	X				
FCP-NSLC-10	The proposed solution shall have the ability to link fee amounts to compliance and inspection activities as identified in Sec. 12-49.1. Permits and inspections fees of the Fire Prevention Code.	X				
FCP-NSLC-11	The proposed solution shall have the ability to reference Virginia Fire Prevention, applicable NFPA standards and County code violations.	X				
Printing & Document Mangement						
FCP-PDM-01	The system shall have the ability to create a PDF document wherever a print or email function is available.	X				
FCP-PDM-02	The system shall have the ability to add and or link to photos, videos, PDFs and other data files to an inspection.	X				
FCP-PDM-03	The system shall have the ability to support electronic signatures through a signature pad.	X				
FCP-PDM-04	The system shall support configuration and management of all record type outputs (printouts).	X				
FCP-PDM-05	The system shall have the ability to send an inspection via email from within the proposed application.	X				
FCP-PDM-06	The system shall have the ability to auto-generate the issuance of a permit upon notice of receipt of payment.	X				
FCP-PDM-07	The system shall have the ability to print a receipt or invoice.	X				
FCP-PDM-08	The system shall have the ability to print physical permits.	X				
Communication, Collaboration & Alerting						
FCP-CCA-01	The system shall shall have the ability to support email delivery of final inspection inspections and permits.	X				
FCP-CCA-02	The system shall shall have the ability to automatically notify users of past due invoices based on user defined time frame	X				
FCP-CCA-06	The system shall shall have the ability to email a receipt or invoice.	X				
FCP-CCA-07	The system shall shall have the ability to email physical permits in lieu of providing physical permits.	X				
Resident Portal						
FCP-RPORT-01	The system shall have the ability for authorized and registered residents or businesses to login to the system.	X				
FCP-RPORT-02	The proposed solution shall allow residents to make requests, upload documents for permits and inspections.	X				
FCP-RPORT-03	The system shall have the capability create online applications and generate an applicant submission notice to the applicant and a notice to ACFD of applicant submission.	X				

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FCP-RPORT-04	The proposed solution shall have the following functionality:					
FCP-RPORT-04.1	Creation of an account via the resident portal	X				
FCP-RPORT-04.2	Shall be validated by County personnel	X				
FCP-RPORT-04.3	Review and analyze their permit responsibilities (e.g. dashboard)	X				
FCP-RPORT-04.4	Check Status of Permits and Inspections via a unique identifier.	X				
FCP-RPORT-04.5	Schedule Inspection	X				
FCP-RPORT-04.6	Permit Retrieval	X				
FCP-RPORT-04.7	Payments Made	X				
FCP-RPORT-05	The proposed solution shall have the ability for residents to self-schedule inspections and re-inspection date(s) via online portal.	X				
Fees, Billing, and Invoicing						
FCP-FBI-01	The proposed solution shall have the ability to calculate fees (e.g. Hazmat, and late fees.) according to user-defined criteria.	X				
FCP-FBI-02	The proposed solution shall have the ability to support the recording and payment of fees for each type of permit.	X				
FCP-FBI-03	Ability to track personnel time spent on agency-defined events (e.g., community meetings, training, special events, etc) for statistical purposes (e.g., internal or grant related).	X				
FCP-FBI-04	The proposed solution shall have the ability to track staff hours expended for inspections and permits.	X				
FCP-FBI-05	The Contractor shall provide an overview of the proposed solution's Accounts Receivable module.					X
FCP-FBI-06	The proposed solution shall have the ability to include a financial billing module to support invoicing the inspections and permits, and the fines associated with any violations.	X				
FCP-FBI-07	The proposed solution shall have the ability to auto-generate invoice numbering utilizing user defined criteria.	X				
FCP-FBI-08	The proposed solution shall have the ability to interface and track payments in the county's online payment system.	X				
FCP-FBI-09	The proposed solution shall have the ability to ingest data for different invoice types based on the required interfaces. Examples include:					
FCP-FBI-09.1	Permit invoice	X				
FCP-FBI-09.2	Inspection invoice	X				
FCP-FBI-09.3	Past Due invoice	X				
FCP-FBI-09.4	Reinspection invoice	X				
FCP-FBI-10	The proposed solution shall allow users to modify the look and verbiage of invoices.	X				
FCP-FBI-11	The proposed solution shall have the ability to auto flag and generate past due user defined notices	X				
FCP-FBI-12	The proposed solution shall have the ability to track delinquent accounts.	X				
FCP-FBI-13	The proposed solution shall provide all data required to support financial register entries in County systems for tracking the receipt of money.					X
FCP-FBI-14	The proposed solution shall have the ability to interface as defined in the Interface Control Document and Interface reference material provided as part of this solicitation.	X				
FCP-FBI-15	The proposed solution shall have the ability to search all financial information by all user defined fields.	X				
FCP-FBI-16	The proposed solution shall have the ability to create and generate daily, weekly, monthly, predefined and ad hoc inspections of payments, invoices and outstanding invoices	X				
FCP-FBI-17	The proposed solution shall provide all data required to support generation of queries and inspections that reconcile financial transactions in the designated County system on a daily, weekly and monthly payments.					X
FCP-FBI-18	The proposed solution shall have the ability to allow users to set and update fees and hourly rate schedules.					X
FCP-FBI-19	The proposed solution shall provide all data required to support accurate entries in the Countys System used as a financial register for tracking receipt of money and payments.					X
FCP-FBI-20	The proposed solution shall have the ability to associate payments to invoice number, business address, business names, payment type, other fields.					X
FCP-FBI-21	The proposed solution shall provide all data required to support generation of queries and inspections for the purpose of reconciling payments to the County System vs invoices including partial payments.					X
FCP-FBI-23	The proposed solution shall have the ability to include a financial billing module to support invoicing the inspections and permits, and any fees associated with any inspections or permits.	X				
FCP-FBI-24	The proposed solution shall have the ability to auto-generate invoice numbering utilizing user defined criteria.	X				
FCP-FBI-25	The proposed solution shall have the option to calculate a rate of "No Fee Required" for any inspection or permit.	X				

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FCP-FBI-25.1	The proposed solution shall allow a user to provide notes on the reason for "No Fee Required" as an optional field when "No Fee Required" option is selected for any permit or inspection.	X				
Calendars & Scheduling						
FCP-CAL-01	The proposed solution shall provide an ability to schedule assignments in overlapping districts.	X				
FCP-CAL-02	The proposed solution shall have the ability to provide a master calendar for personnel and activities.	X				
FCP-CAL-03	The proposed solution shall have the ability to schedule and calendar operations, training, public education events, administration, maintenance and other discreet areas and activities throughout the department.	X				
FCP-CAL-04	The proposed solution shall have the ability to allow authorized users to create and modify calendars for discreet areas and activities.	X				
FCP-CAL-05	The proposed solution shall have the ability to allow users to create customized views of any calendar.	X				
FCP-CAL-06	The proposed solution shall have the ability to allow users to generate inspections of all inspections for a specific date or date range.	X				
FCP-CAL-07	The proposed solution shall have the ability to create and generate daily, weekly, monthly, predefined and ad hoc inspections for scheduled, pending and outstanding inspections, tests and permits.	X				
FCP-CAL-08	The proposed solution shall have the ability to track clearance time (date of issuance to date of removal) of public safety hazard notices.	X				
FCP-CAL-09	The proposed solution shall have the ability to manually or automatically schedule re-inspection date(s) for sites with violations and auto generate reminder notifications.	X				
FCP-CAL-10	The proposed solution shall have the ability to view previous inspections and schedule reinspection dates, times, personnel.	X				
FCP-CAL-11	The proposed solutions shall have the ability to provide an automatic notification to the inspector of an impending re-inspection time period.	X				
FCP-CAL-11.1	The time period shall default to 15-20 days.	X				
FCP-CAL-11.2	The time period shall be configurable by System Administrator.	X				
FCP-CAL-12	The proposed solution shall have the ability to provide a means to insert new workload into a daily schedule.	X				
FCP-CAL-13	The proposed solution shall have the ability to auto-generate a renewal notice and invoice at a user-defined criteria to citizen who sign up for notifications interval prior to the expiration date of the permit.	X				
FCP-CAL-14	The proposed solution shall have the ability to support a calendar with list of scheduled events for the day.	X				
FCP-CAL-15	The proposed solution should have the ability to allow user to share calendar in outlook i.e., mirror outlook.		X			
Reporting						
FCP-RPRT-01	System shall generate a canned report displaying all added and linked records for a user-defined period of time.	X				
FCP-RPRT-02	System shall be able to generate reports itemizing personnel activity by:					
FCP-RPRT-02.1	Type of Permit or Inspection	X				
FCP-RPRT-02.2	Date range	X				
FCP-RPRT-03	System shall allow authorized users to generate reports summarizing personnel activity by:					
FCP-RPRT-03.1	Individual	X				
FCP-RPRT-03.2	Timeframe (e.g., hour range)	X				
FCP-RPRT-03.3	Location	X				
FCP-RPRT-03.4	Date range	X				
FCP-RPRT-03.5	Activity type	X				
FCP-RPRT-04	System shall allow authorized users to print personnel activity reports.	X				
FCP-RPRT-05	System shall allow authorized users to export personnel activity reports to:					
FCP-RPRT-05.1	Excel	X				
FCP-RPRT-05.2	Text files	X				
FCP-RPRT-05.3	HTML	X				
FCP-RPRT-05.4	PDF	X				
FCP-RPRT-06	The proposed solution shall have the ability to report on individual inspection with information regarding the nature of the inspection, the FPO that responded, descriptive information about the site.	X				
FCP-RPRT-07	The proposed solution shall have the ability to create an end of tour inspection report including:					
FCP-RPRT-07.1	Beginning Date and Time	X				
FCP-RPRT-07.2	Ending Date and Time	X				
FCP-RPRT-07.3	Activity	X				

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FCP-RPRT-07.4	Assignment	X				
FCP-RPRT-07.5	Personnel	X				
FCP-RPRT-07.6	Personnel Hours	X				
FCP-RPRT-08	Ability to route activity reports to agency-defined personnel	X				
GIS & Data Analytics						
FCP-GIS-01	Contractor agrees to configure all dashboards and data visualization tools available as part of the Contractor software.	X				
FCP-GIS-02	The proposed solution shall have the ability to provide data analytics capabilities which include graphical and statistical tools utilizing:					
FCP-GIS-02.1	ESRI GIS	X				
FCP-GIS-02.2	Business Intelligence tools	X				
FCP-GIS-03	The proposed solution shall have the ability to connect to BI tools for experienced analysts and non-technical professionals alike that can be used for tactical, strategic, and administrative analysis.	X				
FCP-GIS-04	The proposed solution shall have the ability to present statistics in graphical formats, such as bar graphs, pie charts, line graphs, tabular form, or maps.	X				
FCP-GIS-05	The proposed solution shall have the ability to aggregate data on various criteria, such as:					
FCP-GIS-05.1	Current period vs. previous period	X				
FCP-GIS-05.2	Current period vs. historical average	X				
FCP-GIS-05.3	Pass vs. fail vs. reinspect	X				
FCP-GIS-05.4	District	X				
FCP-GIS-05.5	Zone	X				
FCP-GIS-06	System shall allow authorized users to analyze linkages among data elements based on any combination of:					
FCP-GIS-06.1	Persons	X				
FCP-GIS-06.2	Organizations (e.g. Property Management companies)	X				
FCP-GIS-06.3	Property	X				
FCP-GIS-06.4	Telephone numbers	X				
FCP-GIS-06.5	Locations	X				
FCP-GIS-06.6	Permit or Inspection Type	X				
FCP-GIS-07	System shall allow authorized users to display standard map elements (e.g., scale bar, north arrow, legend, title, date, time, creator, disclaimers, etc.)	X				
FCP-GIS-08	Ability for the County to define its own pin map icons (size, color, symbols, etc.).	X				
FCP-GIS-09	Ability to save map analysis results.	X				
FCP-GIS-10	Ability to generate recurring map analyses at a user-defined interval (e.g. every Sunday generate a map showing expiring Permits or Inspections from the past week).	X				
FCP-GIS-11	Ability to display and print linkages in either text or graphic format.	X				
FCP-GIS-12	Contractor shall leverage GIS data to provide analysis on Inspections and Permits and support decision making regarding prioritization of resource allocation. Examples include:					
FCP-GIS-12.1	Ability to identify "hot spots" on a map.	X				
FCP-GIS-12.2	Ability to conduct a radius search on a map.	X				
FCP-GIS-12.3	Ability to conduct a polygon search on a map.	X				
FCP-GIS-12.4	Ability to print maps at any point during the drill down.	X				
FCP-GIS-12.5	Ability to use different icons to display different data types.	X				
FCP-GIS-13	Ability to select a defined geographical area on a map and display any combination of the following for a user-defined time range:					
FCP-GIS-13.1	Record Type	X				
FCP-GIS-13.2	Inspection or Permit type	X				
FCP-GIS-13.3	Inspection or Permit status	X				
FCP-GIS-14	The proposed Fire and Inspections solution shall have the ability to create dashboards that are configurable by FPO discipline i.e., permitting, inspections, based on any of the data parameters in the system.	X				
FCP-GIS-15	The proposed solution shall have the ability to calculate current and outstanding invoices, and electronic payments.	X				
FCP-GIS-16	The proposed solution shall have the ability to search by addresses including agency, inspection type, equipment, fire protection system, occupancy type, property use, code, range, city, state, zip code, district, region and county.	X				

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FCP-GIS-17	The proposed solution shall have the ability to search by activities including at a minimum:	X				
FCP-GIS-17.1	Agency	X				
FCP-GIS-17.2	Inspector	X				
FCP-GIS-17.3	Status	X				
FCP-GIS-17.4	Group	X				
FCP-GIS-17.5	Dates	X				
FCP-GIS-17.6	Activity number	X				
FCP-GIS-17.7	Barcode	X				
FCP-GIS-17.8	Address.	X				
FCP-GIS-18	The proposed solution shall have the ability to search by activity alerts including date, address, district, sub-address, pass, fail, reissue, inspector, and category.	X				
FCP-GIS-19	The proposed solution shall have the ability to search by requests including date range, agency, type, party name, status, and address.	X				
FCP-GIS-20	The proposed solution shall have the ability to search by permit including agency, expiration date range, type, issued to role type, paid status, permit number, party name and address.	X				
FCP-GIS-21	The proposed solution shall have the ability to search by permit alerts including permit end date range and type.	X				
FCP-GIS-22	The proposed solution shall have the ability to search by party including agency, role type, party name, expiration date, issued date, open permit, permit type, permit number and user defined criteria.	X				
FCP-GIS-23	The proposed solution shall have the ability to search by item including agency, activity type, item type, description, status, next service date range, service type, number, and address.	X				
FCP-GIS-24	The proposed solution shall have the ability to search notes including agency, sub agency, date range, containing text, module, address, and the ability to reassign.	X				
FCP-GIS-25	The proposed solution shall have the ability to perform a general search including code version, category, search criteria, reference, and violation.	X				
FCP-GIS-26	System shall allow authorized users to view personnel activity within a given geographic location.	X				
FCP-GIS-27	Ability to drill down into specific records in relationship diagrams.	X				
FCP-GIS-28	Ability to click on a linked element to show links based on that element (e.g. if a failed inspection or expired permit is linked to a business, click on the business to show its linkages).	X				
FCP-GIS-29	The proposed solution shall have the ability to combine data from FPO and designated interfaced systems for analysis.	X				
FCP-GIS-30	The proposed solution shall have the ability to overlay multiple GIS data layers.	X				
Mobile Field Inspections ***All requirements in this section shall be able to be met while being used on a mobile device in the field***						
FCP-MOB-01	The proposed solution shall have the ability to collect inspection information using mobile devices and upload and print or email the information.	X				
FCP-MOB-02	The proposed solution shall have mobile field inspection functionality.	X				
FCP-MOB-03	The proposed solution shall have the ability to support full functionality on mobile devices operating in the field for inspections	X				
FCP-MOB-04	The proposed solution shall have the ability for the Mobile Field Inspections module to produce inspections from a mobile environment.	X				
FCP-MOB-05	The proposed solution shall have the ability for user configurability for task buttons, font size for readability, and ease of use for the conditions of a mobile environment.	X				
FCP-MOB-06	The proposed solution shall have the ability to support promotable user-defined tables, screens, and forms.	X				
FCP-MOB-07	The proposed solution shall have the ability to support multiple forms of navigation, such as touch screen, mouse, function keys, programmed keys, icons, or tabbing.	X				
FCP-MOB-08	The proposed solution shall have the ability to order and define the data elements needed for mobile inspections.	X				
FCP-MOB-09	The proposed solution shall have the ability to support user defined inspection checklist based on inspection type.	X				
FCP-MOB-10	The proposed solution shall have the ability to support multiple checklists to be used per inspection.	X				
FCP-MOB-11	The proposed solution shall have the ability to store multiple digital photographs and images of a structure.	X				
FCP-MOB-12	The proposed solution shall have the ability to record requests for inspections outside of regular inspections cycle.	X				

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FCP-MOB-13	The proposed solution shall have the ability to support requests that include the capture of the following minimum data:					
FCP-MOB-13.1	Name	X				
FCP-MOB-13.2	Contact information of requisition party	X				
FCP-MOB-13.3	Reason for requesting outside of the cycle.	X				
FCP-MOB-14	The proposed solution shall have the ability to track information about all locations requiring and inspection in a mobile environment.	X				
FCP-MOB-15	The proposed solution shall have the ability to support the following fields:					
FCP-MOB-15.1	Inspection Types	X				
FCP-MOB-15.2	Status of Inspection	X				
FCP-MOB-15.3	Inspectors Actions	X				
FCP-MOB-15.4	Shift	X				
FCP-MOB-15.5	Scheduled Date	X				
FCP-MOB-15.6	Scheduled By	X				
FCP-MOB-15.7	Inspected on Date	X				
FCP-MOB-15.8	Inspected on Time	X				
FCP-MOB-15.9	Finished date and time	X				
FCP-MOB-15.10	Inspection Length	X				
FCP-MOB-15.11	Next Inspection	X				
FCP-MOB-16	The proposed solution shall have the ability to record and track multiple violations of any type in a mobile, handheld environment.	X				
FCP-MOB-17	The proposed solution shall have the ability to cite Virginia Statewide Fire Prevention Code, Arlington County Fire Prevention Code and NFPA Code violations.	X				
FCP-MOB-18	The proposed solution shall have the ability to capture digital signatures.	X				
FCP-MOB-19	The proposed solution shall have the ability to support the following fields:					
FCP-MOB-19.1	Code set	X				
FCP-MOB-19.2	Violation code	X				
FCP-MOB-19.3	Description	X				
FCP-MOB-19.4	Violation narrative	X				
FCP-MOB-19.5	Number of violations	X				
FCP-MOB-19.6	Status of violations	X				
FCP-MOB-19.7	Location	X				
FCP-MOB-19.8	Date identified	X				
FCP-MOB-19.9	Date corrected	X				
FCP-MOB-19.10	Recommendations	X				
FCP-MOB-19.11	Photos	X				
FCP-MOB-19.12	Signature	X				
FCP-MOB-19.13	Signature's name.	X				
FCP-MOB-20	The proposed solution shall have the ability to complete, update, and maintain billing in the field.	X				
FCP-MOB-21	The proposed solution shall have the ability to support the following fields:					
FCP-MOB-21.1	Billing Date	X				
FCP-MOB-21.2	Bill Amount	X				
FCP-MOB-21.3	Data Collected	X				
FCP-MOB-21.4	Amount Collected	X				
FCP-MOB-21.5	Y/N corporate billing address	X				
FCP-MOB-21.6	Corporate Address	X				
FCP-MOB-21.7	City	X				
FCP-MOB-21.8	State	X				
FCP-MOB-21.9	Zip Code	X				
FCP-MOB-22	The proposed solution shall have the ability to calculate fees for permitting and violations.	X				
FCP-MOB-23	The proposed solution shall have the ability to waive fees from handheld devices in the field.	X				
FCP-MOB-24	The proposed solution shall have the ability for the Property Module to serve as the foundation for all incident, permit, and inspection data as it stores the premise files for all properties and businesses.	X				

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FCP-MOB-25	The proposed solution shall have the ability to support the following fields:					
FCP-MOB-25.1	Business Name	X				
FCP-MOB-25.2	Business Contact Name	X				
FCP-MOB-25.3	Building or Facility Name	X				
FCP-MOB-25.4	Building Unit Number	X				
FCP-MOB-25.5	Building Street Address	X				
FCP-MOB-25.6	Building City	X				
FCP-MOB-25.7	Building State	X				
FCP-MOB-25.8	Building Zip	X				
FCP-MOB-25.9	Phone Number	X				
FCP-MOB-25.10	Fax Number	X				
FCP-MOB-25.11	Business Email	X				
FCP-MOB-25.12	Owner	X				
FCP-MOB-25.13	Owner Contact Name	X				
FCP-MOB-25.14	Owner Street Address	X				
FCP-MOB-25.15	Owner City	X				
FCP-MOB-25.16	Owner State	X				
FCP-MOB-25.17	Owner Zip	X				
FCP-MOB-25.18	Owner Phone Number	X				
FCP-MOB-25.19	District	X				
FCP-MOB-25.20	Zone	X				
FCP-MOB-26	The proposed solution shall have the comprehensive reporting functionality, to include reports of:					
FCP-MOB-26.1	The complete inspection history for an individual structure.	X				
FCP-MOB-26.2	Inspections due during a specified time period.	X				
FCP-MOB-26.3	Inspections completed by a specified individual within a user-defined period of time.	X				
FCP-MOB-26.4	All outstanding violations	X				
FCP-MOB-26.5	Inspections by inspector, property, violation, date, owner, or other user customizable query based on data fields.	X				
FCP-MOB-26.6	Violation information	X				
FCP-MOB-27	The proposed solution shall have the ability to review permits in a mobile environment.	X				
FCP-MOB-28	The proposed solution shall have the ability to review the history of permits.	X				
FCP-MOB-29	The proposed solution shall have the ability to query and search by permit number, and any associated data, within a mobile environment.	X				
FCP-MOB-30	The proposed solution shall have the ability to support the following fields for permits:					
FCP-MOB-30.1	Type of Permit	X				
FCP-MOB-30.2	Date of Permit	X				
FCP-MOB-30.3	Permit Number	X				
FCP-MOB-30.4	Expiration of the Permit	X				
FCP-MOB-30.5	Fee look up	X				
FCP-MOB-30.6	Occupancy load	X				
FCP-MOB-30.7	Issued by	X				
FCP-MOB-31	The proposed solution shall have the ability to track and maintain complaints in a mobile environment.	X				
FCP-MOB-32	The proposed solution shall have the ability to support the following fields for complaints:					
FCP-MOB-32.1	Complainant	X				
FCP-MOB-32.2	Street address, city, state, zip code	X				
FCP-MOB-32.3	Complaint Type	X				
FCP-MOB-32.4	Complaint	X				
FCP-MOB-32.5	Status	X				
FCP-MOB-32.6	Assigned To	X				
FCP-MOB-32.7	Property Look Up	X				
FCP-MOB-32.8	Assignment	X				
FCP-MOB-33	The proposed solution shall have the ability to capture workload and activity data to compute statistical performance data.	X				
FCP-MOB-34	The proposed solution shall have the ability to capture data to track time elapsed from scheduled to completed activities.	X				

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FCP-MOB-35	The proposed solution shall have the ability to capture data to track time elapsed from issuance of enforcement actions (stop work, red tags, secured utilities) to release and clearance time.	X				
FCP-MOB-36	The proposed solution shall have the ability to capture pre-inspection workload activates and time spent.	X				
FCP-MOB-37	The proposed solution shall have the ability to capture travel time for inspection related activities separately from the time to complete the inspection activity.	X				
FCP-MOB-38	The proposed solution shall have the ability to capture multiple addresses (physical location, corporate address for billing, contact for site)	X				
FCP-MOB-39	The proposed solution shall have the ability to assign multiple fees based on the required permits and associated fees.	X				
FCP-MOB-40	The proposed solution shall have the ability to automatically assign a fee for regularly scheduled annual inspections.	X				
FCP-MOB-41	The proposed solution shall have the ability to waive the inspection fee for the first re-inspection activity.	X				
FCP-MOB-42	The proposed solution shall have the ability to assign a fee for re-inspection after multiple re-inspections for the same corrective action requirement.	X				
FCP-MOB-43	The proposed solution shall have the ability to produce a written Notice of Violation upon request.	X				
FCP-MOB-44	The proposed solution shall have the ability to capture signatures on the notice of the violation inspection.	X				
FCP-MOB-45	The proposed solution shall have the ability to email a completed Notice of Violation inspection	X				
FCP-MOB-46	The proposed solution shall have the ability to provide automated scheduling of routine annual inspection activities	X				
FCP-MOB-47	The proposed solution shall have the ability to provide a daily schedule of inspection for filed inspectors.	X				
FCP-MOB-48	The proposed solution shall have the ability to track, and re-schedule missed inspections.	X				
FCP-MOB-49	The proposed solution shall have the ability to provide a notification or inspection to supervisors for late inspection or missed reinspection's.	X				
FCP-MOB-50	The proposed solution shall have the ability to provide a method for management to view all inspection workload	X				
FCP-MOB-51	The proposed solution shall have the ability to assign a category or use group type for all businesses.	X				
FCP-MOB-52	The proposed solution shall have the ability to allow supervisors to re-assign workloads.	X				
FCP-MOB-53	The proposed solution shall have the ability to assign workload by geographic location.	X				
FCP-MOB-54	The proposed solution shall have the ability to automatically generate assignment lists by use group and geographic location.	X				
FCP-MOB-55	System shall provide capability to take photographs and associate them to a permit, inspection or an incident.	X				
FCP-MOB-56	System shall provide an automated unique workflow for taking photographs at time of incident (e.g. permit, inspection, etc.)	X				
FCP-MOB-57	System shall support the capture and storage of photos taken while the system is without connectivity, for later upload into system.	X				
FCP-MOB-58	System shall link all identifying numbers (e.g., incident, address, permit type, permit #, etc.) to a photo.	X				
FCP-MOB-59	System shall, once the permit or inspection information is captured in the System, send record data to the correct designated systems with no manual data entry.	X				
FCP-MOB-60	System shall allow FPO personnel to enter text by either typing on the mobile device, or via Text to Speech recognition software.	X				
FCP-MOB-61	System shall be able to be installed on designated County devices remotely with the assistance of Contractor personnel.	X				
FCP-MOB-62	System shall restrict access to specific attachments based on County-defined permissions.	X				
FCP-MOB-63	The System shall allow FPO personnel to enter required data for records with or without network connectivity	X				
FCP-MOB-64	Upload of records from the mobile device to the cloud shall conform to the following methods:					
FCP-MOB-64.1	Connectivity via cellular connection	X				
FCP-MOB-64.2	802.x wireless connection to hotspots	X				
FCP-MOB-65	The system shall be able to be installed on-site through a direct connection (USB or other) to the device.	X				
FCP-MOB-66	The System shall allow FPO personnel to save all record types with or without network connectivity.	X				
FCP-MOB-67	The System shall allow FPO personnel to print all record types via Bluetooth connection.	X				
FCP-MOB-68	The System shall allow FPO personnel to print all record types via wireless connection (802.X)	X				

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FCP-MOB-69	The proposed solution shall have the ability to support use of County's approved and current model of Mobile Data Computers and Surface Pros for Mobile Field Inspections.	X				
FCP-MOB-70	The proposed solution shall have the ability to support voice response input and text to speech output for mobile text data displays, at user discretion.	X				
FCP-MOB-71	The proposed solution shall have the ability to store blueprints/floor plans as images attached to the records.	X				
FCP-MOB-72	The proposed solution shall have the ability to record Prevention related public service activities (such as the use of the Fire House, visits to school, etc.) This shall include a description of the activity, date, place, participation units and personnel, number of attendees (from the public), and time spent on activity.	X				
FCP-MOB-73	The proposed solution shall have the ability to produce printouts of associated Pre-Fire Plan for any individual structures, including floor plans and digital photos.	X				
FCP-MOB-74	The proposed solution shall have a Property Module which provides users with a central repository for recording detailed information about every piece of property in the department's service area.	X				
FCP-MOB-75	The proposed solution shall have the ability for the property data to be recorded and tracked through Mobile Field Inspections and shall include:					
FCP-MOB-75.1	Building Type	X				
FCP-MOB-75.2	Construction History	X				
FCP-MOB-75.3	Occupancies	X				
FCP-MOB-75.4	Built-in safety features	X				
FCP-MOB-75.5	Contracts	X				
FCP-MOB-75.6	Hazmat Inventory	X				
FCP-MOB-76	The proposed solution shall have the ability to be highly configurable, allowing the system administrator to add fields, image viewers, and note editors to any area required to track additional information.	X				
FCP-MOB-77	The proposed solution shall have the ability to produce an invoice for the inspection and attach to an email in the field.	X				
FCP-MOB-78	The proposed solution shall have the ability to produce the following documents:					
FCP-MOB-78.1	Placards	X				
FCP-MOB-78.2	Red Tags	X				
FCP-MOB-78.3	Stop work orders	X				
FCP-MOB-78.4	Secured Utilities	X				
FCP-MOB-78.5	Other Public Safety Hazard Notices	X				
FCP-MOB-79	The proposed solution shall have the ability to capture and track fire prevention and education activities by type.	X				
FCP-MOB-80	The proposed solution shall have the ability to capture data used to identify risks and trends to be used for training regarding Permitting and Inspections processes and activities.	X				
FCP-MOB-81	The proposed solution shall have the ability to link inspection activities at a location to incidents at a location.	X				
FCP-MOB-82	The proposed solution shall have the ability to track changes to data from other departments.	X				
FCP-MOB-83	The proposed solution shall have the ability to provide Fire with a field to capture occupancy loads that will be distinct from occupancy load data provided by other departments.	X				
FCP-MOB-84	The proposed solution shall have the ability to provide a means for payment of inspection related fees and penalties.	X				
FCP-MOB-85	The proposed solution shall have the ability to link to CAD to exchange information on the status of fire watches	X				
FCP-MOB-86	The proposed solution shall have the ability to schedule, conduct, track, and inspection on non-routine inspection workload.	X				
FCP-MOB-87	The proposed solution shall have the ability to link to special event inspections schedule information, personnel assigned to support special event inspections, corrective actions required, permits issued, and time elapsed on the inspections and for standby support of special event activities.	X				
FCP-MOB-88	The proposed solution shall have the ability to report on the personnel (including non-Fire Department personnel) supporting the task force inspection activities, time spent on the pre-inspection, inspection, and post-inspection activities, corrective actions required, clearance time and permits issued.	X				
FCP-MOB-89	The system shall be able to be installed remotely via internet connection.	X				
FCP-MOB-90	The system shall be able to be updated remotely via internet connection.	X				

Fire Code Permitting and Inspections System		C	N	A	M	T
FCP-MOB-91	The software shall run on the County preferred tablet mobile device, the MS Surface Pro 8.	X				
FCP-MOB-92	The Contractor software shall be able to be used on hardware with either Android or iOS operating systems.	X				
FCP-MOB-93	The Contractor software shall leverage both wireless and cellular connectivity when run on mobile devices, to ensure the application does not fall below minimum system availability requirements while being used in the field.	X				
Interfaces						
FCP-INT-01	The proposed solution shall include a two-way batch interface to push invoice information to the Enterprise Payment system and receive payment status updates from the Enterprise Payment system.	X				
FCP-INT-02	Ability for CAD Call for Service information to automatically populate and update personnel activity information.	X				
FCP-INT-03	Ability for personnel to add information that does not come from CAD to the system.	X				
FCP-INT-04	Contractor agrees to analyze, identify and provide interfaces to systems identified in ICD reference document.	X				
FCP-INT-05	The proposed solution shall have the ability to utilize county ESRI GIS data to facilitate the creation of mapping districts, addresses, inspections, and queries.	X				
FCP-INT-06	The proposed solution shall have the ability to pre-populate information that resides in the interfaced systems when an inspection or request is initiated.	X				
FCP-INT-07	The proposed solution shall have the ability to import a geotagged completed inspection from a third-party system testing application.	X				
FCP-INT-08	The proposed solution shall have the ability to import personnel data from the personnel system (ICD-10). (i.e.; name, address, contact information, and emergency contact.)	X				
FCP-INT-09	The proposed solution shall make available all data from the System required to support functionality in other systems covered in the Fees, Billing and Invoicing section above.					X
Optional Modules						
FCP-OPT-01	The Contractor shall provide pricing and functionality summaries for all non-required modules available, including at a minimum:					
FCP-OPT-01.1	Pre-Incident Planning					
FCP-OPT-01.2	Data & Analytics					
FCP-OPT-01.3	Events & Activities					
FCP-OPT-01.4	Training					
FCP-OPT-01.5	Assets & Inventory					
FCP-OPT-01.6	Scheduling & Personnel					
FCP-OPT-01.7	ePCR					
FCP-OPT-01.8	NFIRS					
FCP-OPT-01.9	Hydrants					
FCP-OPT-01.10	Fire Prevention					
FCP-OPT-01.11	Community Connect					
FCP-OPT-01.12	Mobile Responder					
FCP-OPT-01.13	Fire Marshalls (Fire Marshal, Fire Investigation Reporting)					
FCP-OPT-02	Contractor shall ensure accurate pricing and functional summaries for any newly developed modules are provided to the County no less than 60 days prior to any contract action.					

Tab C. Information Risk & Security

Information Security		C	N	A	M
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			
GCAC-01.2	Expected Transaction Flows	X			
GCAC-02	Contractor shall ensure any cloud solution addresses each of the OWASP (Open Web Application Security Project) Top Ten	X			
GCAC-03	The 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-06	System shall support monitoring and interface to the County's approved mobile device management (MDM) software.	X			
GCAC-07	System shall leverage County approved Multi-Factor Authentication for access to the application.	X			
GCAC-08	Software shall authenticate against the County's approved Identity Provider (Microsoft Azure AD) in support of Single-Sign On (SSO).	X			
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			
GCAC-11	That allows fields to be masked or redacted from reports and screens through configuration.	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-07.1	Creation, modification and deactivation of user accounts	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			

Information Security		C	N	A	M	T
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-04	Contractor shall provide any encryption keys in a digital wallet or key vault accessible by authorized County personnel to verify/validate key management or in the event of a security incident.	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's software shall ensure passwords are encrypted when in motion or at rest.	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.	X				
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-02	The Contractor shall provide updates regarding patching to designated County personnel prior to release.		X			
PS-03	Contractor patching and update responsibilities for system components shall include at a minimum:	X				
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:	X				
PS-04.1	Edge	X				
PS-04.2	Chrome	X				
PS-04.3	Mozilla	X				
PS-04.4	Safari	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:	X				
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:	X				
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 shall provide County with credentials to login and review or validate DLP or SIEM tools.	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:	X				
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-01	Upon becoming aware of a security incident, or of circumstances that could have resulted in unauthorized access to or disclosure or use of County Data, the Contractor shall notify the County within 24 hours, fully investigate the incident, and cooperate fully with the County's investigation of and response to the incident.	X				
IR-02	Except as otherwise required by law, the Contractor will not provide notice of the incident directly to any person and/or agency whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the County.	X				

Information Security		C	N	A	M	T
IR-03	Except as otherwise required by law, the Contractor will not provide notice of the incident directly to any person and/or agency whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the County.	X				
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:	X				
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				
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		
ISPI-08	Contractor shall provide their most recent copy of their cybersecurity insurance policy.	X				
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:	X				
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				

Information Security		C	N	A	M	T
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 provide documented completion and compliance to the following for all system components:	X				
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				
RAQS-03	The Contractor shall ensure any data stored in a cloud deployment model is hosted within the eastern region of the United States.	X				
RAQS-04	The Contractor shall use the Government Cloud.	X				
RAQS-05	The Contractor shall comply with all relevant data and information security standards including:	X				
RAQS-05.1	ISO 27001	X				
RAQS-05.2	ISO/IEC 27017: Cloud Computing Security and Privacy Management System-Security Controls	X				
RAQS-05.3	ISO/IEC 27036: Multipart standard for the information security of supplier relationship management	X				
RAQS-05.4	Applicable ITU-TX series: Data networks, open system communications and security recommendations	X				

Tab D. 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				
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 have the ability to calculate time using a 24-hour clock.	X				
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				

Requirements for Software		C	N	A	M	T
GFUN-21	The system shall have the ability to export information in PDF and email format.	X				
GFUN-22	Any multi-tiered software shall be continually configured by the Contractor to maintain alignment of business rules for mobile applications and web applications, providing the County with a complete solution with aligned versioning.	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:	X				
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				
GSYS-03	Contractor shall identify any components not wholly owned or managed by the Contractor.	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 database 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.					
GSYS-13	Contractor shall list all support software vendors and applications for the above if they are not the whole owner of the software.	X				
GSYS-14	Contractor shall provide their most current UI standards for the system					
GSYS-15	Contractor shall provide standard Service Level Agreements (SLA's) that address the following:	X				
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 delivered according to the agreed levels.	X				
GSYS-16	System shall have an administrative module which allows configuration by designated County employees.	X				
GSYS-17	System shall comply with Section 503 compatibility guidelines.	X				
GSYS-17.1	System shall allow incorporation of County CSS (Cascading Style Sheets)	X				
GSYS-17.2	System shall allow any public facing websites to be fully configurable by County for User Interface/User Experience (UI/UX)	X				
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:	X				
GSAA-08.1	System shall support connectivity via cellular connection	X				
GSAA-08.2	System shall support 802.x wireless connection to hotspots	X				

Requirements for Software		C	N	A	M	T
Software Maintenance, Training & Support						
Software Change Control						
GSCC-01	Contractor agrees to comply with the County's Software Change Control Methodology and use it as set forth and described in the solicitation.	X				
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 will 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:	X				
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 ticketing system to end users.	X				
GSUP-06	Contractor shall provide access and to view information for all submitted tickets.	X				
GSUP-07	Contractor shall provide remote diagnostics for the system is provided.	X				
GSUP-08	Contractor shall have a documented process for triage and analysis of issues related to trouble tickets submitted by the County.	X				
GSUP-09	Contractor shall provide technical support during County business hours.	X				
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 ticketing system they use to track trouble tickets.	X				
GSUP-12	Contractor shall have technical support available 24/7/365 for any issues with the Contractor solution.	X				
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:	X				
GDOC-01.1	Data Dictionary	X				
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				
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				
GDOC-06	Contractor shall provide release notes no later than 5 business days prior to release for each of the 18 annual releases, as well as any modifications or customizations required by Arlington County as part of this contract.		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 a detailed description of the data backup methodology for the life of the contract, including at a minimum:	X				
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				

Requirements for Software		C	N	A	M	T
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	The 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-07	The Contractor shall ensure any backups, restoration or imaging of servers are done in accordance with the guidelines set forth in the County Software Change Control (SCC) listed in the solicitation.	X				
DMNG-08	Describe what disaster recovery services (including physical security of building and access to server, as well as protection from fire, flooding, etc) are available.	X				
DMNG-09	Describe use of any RAID, data dispersion, or other Data Loss Prevention (DLP) tools or techniques.	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	The Contractor shall submit a plan for County approval detailing the training provided for all County personnel.	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				
Reporting						
RPRT-01	Allow County to create Arlington-specific reports (e.g., form generator):	X				
RPRT-01.1	During Implementation	X				
RPRT-01.2	Following Implementation, without vendor intervention	X				
RPRT-02	Allow County to modify vendor provided reports (e.g., re-name data fields, add data fields, delete data fields, etc.)	X				
RPRT-03	The system shall include Vendor developed County-specific reports during implementation, as requested by County.	X				
RPRT-04	Ability for all reports (canned and Arlington County unique reports) to have the ability to automatically import appropriate data elements from other reports and/or master indices.	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				
RPRT-06	System shall allow the user to create a copy of an existing report, then modify information and save as a new report (batch entry).	X				
RPRT-07	System shall allow agency-defined personnel to approve reports prior to publication.	X				
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				
Interfaces						
INT-01A	Contractor shall provide the 6 mandatory interfaces listed on the Interface Diagram	X				
INT-01A.1	ESRI ArcPro (GIS)					
INT-01A.2	PaymentUs by JP Morgan Chase (Enterprise Payment System)					
INT-01A.3	Oracle E-Business Suite					
INT-01A.4	TCE Publisher (Commercial Systems Testing)					
INT-01A.5	Public Safety Data Warehouse (SQL Data Warehouse)					
INT-01A.6	Azure Active Directory					
INT-01B	Contractor shall provide the 3 optional interfaces listed on the Interface Diagram upon County's request, at designated rates set forth in agreement:					
INT-01B.1	Community Risk Tool (ArcPro GIS based)					
INT-01B.2	Tiburon Command CAD (Central Square CAD system)					
INT-01B.3	Accella (Inspections System)					

Requirements for Software		C	N	A	M	T
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.	X				
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 shall have the ability to populate outlook calendar as needed.		X			
INT-04	Contractor shall provide one or more diagrams for the recommendations regarding the following:	X				
INT-04.1	Interfaces	X				
INT-04.2	Data exchanges required for the proposed solution	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				
INT-08	Contractor should 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	Contractor shall ensure all interfaces listed can be achieved via an API.	X				
INT-10	Contractor shall ensure each API has all parameters, calls and responses documented.	X				
INT-10.1	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 historical data to ensure it is available for functional testing and included within the database to maintain necessary records.	X				
LDM-01.1	Accurate and complete data from the migration shall be included as part of all testing.	X				

EXHIBIT B
CONTRACT PRICING

Total Costs for Fire Code Permitting and Inspections Software

Cost Category	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price
Fire Code Permitting and Inspections Software Implementation and Project Management <ul style="list-style-type: none"> • Implementation and Configuration Services • Services related to custom integration with Arlington's payment gateway integration. 	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -
Fire Code Permitting and Inspections Software Ongoing Maintenance and Support <ul style="list-style-type: none"> • Inspections Annual Subscription • Permitting Annual Subscription • Invoicing Annual Subscription • Custom integration with Arlington's payment gateway integration Annual Support and Maintenance 	\$ 30,500.00	\$ 31,415.00	\$ 32,357.45	\$ 33,328.17	\$ 34,328.02
Fire Code Permitting and Inspections Software TOTAL:	\$ 37,250.00	\$ 31,415.00	\$ 32,357.45	\$ 33,328.17	\$ 34,328.02

First Due Optional Modules

Description	One-Time Cost	Annual Subscription Fee[^]
Occupancy Management & Pre-Incident Planning (currently implemented) [^]	N/A	\$ 7,350.00
Responder (currently implemented) [^]	N/A	\$ 6,500.00
Community Connect (currently implemented) [^]	N/A	\$ 9,750.00
Automated Pre-Plans (currently implemented) [^]	N/A	\$ 7,050.95
Hydrant Management- Basic	\$ 250.00	\$1,650.00
Investigations	\$500.00	\$4,900.00
Incident Reporting - NFIRS	\$975.00	\$9,750.00
Incident Reporting - ePCR	\$1,625.00	\$16,250.00
Scheduling	\$1,900.00	\$18,900.00
Personnel Management	\$250.00	\$2,000.00
Training Records	\$500.00	\$4,000.00
Events & Activities	\$500.00	\$4,000.00
Assets & Inventory	\$500.00	\$4,000.00
CAD Integration Upgrade for Incident Reporting module	N/A	\$ 3,250.00
Kno2 Hospital Connection Fee (Hospital Connections: 5)	\$800.00	
Kno2 Standard Subscription		\$5,400.00
Onsite Training Rate per 1 Day/1 Trainer	\$ 2,000.00	
Additional Future Integrations <i>Note: If additional integrations are required in the future, First Due will work with the County to scope the integration and determine the appropriate cost based on the level of effort.</i>	TBD	TBD
**Prices Valid Until: July 1, 2024 [^] <i>Contractor agrees to extend the above NVERS pricing for the four modules noted to County.</i>		

EXHIBIT C
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Locality Media, Inc. dba First Due ("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-304b (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

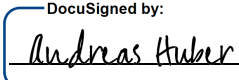
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The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

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

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

It is the intent of this *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:  _____
DocuSigned by:
CCCADEED06A643A...
Printed Name and Title: Andreas Huber CEO & President

Date: 6/29/2023

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-304b (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

EXHIBIT D
CONTRACTOR'S AGREEMENT FOR SERVICES

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in the Scope of Services (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Scope of Services, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information

technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. Upon termination of the parties' Agreement, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control.
6. The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
7. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
8. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that, to the extent possible, the party required to disclose the information provides prompt advance notice thereof to the other party.
9. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized

in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

10. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
11. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery

3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery
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12. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer acting within the scope of his or her employment.

14. EXCEPT FOR CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION, PERSONAL INJURY, DEATH, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.