

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 445-09M
AMENDMENT NUMBER 2

REFERENCE NUMBER 35-11

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 445-09M dated January 12, 2010 ("Main Agreement"), as amended, and made between Lockheed Martin Desktop Solutions, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

DELETE TIME OF PERFORMANCE IN AMENDMENT NO. 1 WITH THE FOLLOWING:

Time of Performance

The Time of Performance for work under this Agreement will commence on February 1, 2012 and end on January 31, 2013, subject to any modifications in the Amendment Documents.

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

SIGNED Ashley Ben
BY: for
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

SIGNED Ashley Julian
BY: _____
PRINT NAME
AND TITLE: Ashley Julian - Contracts Admin.

DATE: 1/30/12

DATE: 1/30/2012

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

NOTICE OF
CONTRACT AMENDMENT

TO: Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, VA 22031

DATE ISSUED: JANUARY 1, 2011

CURRENT REFERENCE NO: 35-11

CONTRACT TITLE: GRAMS Maintenance

AMENDMENT NO: 1

THIS IS A NOTICE OF AWARD OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED
UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as follows:

REFER TO THE ATTACHED AMENDMENT NO. 1 TO AGREEMENT NO. 445-09M EXTENDING THE PERIOD OF PERFORMANCE TO JANUARY 31, 2012.

ATTACHMENT

AMENDMENT NO. 1

VENDOR CONTACT: MITHRA TAFRESHI VENDOR TEL. NO.: 703-208-5674
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR E-MAIL: 703-206-9889
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1315551
EMAIL ADDRESS: MITHRA.TAFRESHI@LMCO.COM
COUNTY CONTACT: DAREN COLLINS COUNTY TEL. NO.: 703-228-5026

CONTRACT AUTHORIZATION

DISTRIBUTION


PAMELA HAYES
ASSISTANT PURCHASING AGENT

12/29/10
DATE

VENDOR: 1
BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 445-09M
AMENDMENT NUMBER 1

REFERENCE NUMBER 35-11

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 445-09M dated February 1, 2010 ("Main Agreement") and made between Lockheed Martin Desktop Solutions, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

Time of Performance

The Time of Performance for work under this Amendment will commence on February 1, 2011 and end on January 31, 2012, subject to any modifications in the Amendment Documents.

Payment

The County will pay the Contractor in accordance with Exhibit B for the Contractor's completion of the work described and required in this Amendment.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

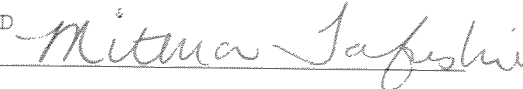
(INSERT CONTRACTOR NAME)

TAXPAYER ID NUMBER: 54-1315551

SIGNED
BY:



SIGNED
BY:



PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

PRINT NAME MITHRA TAFRESHI
AND TITLE: CONTRACTS ADMINISTRATOR

DATE:

 12/22/10

DATE:

12/15/2010

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	JANUARY 1, 2011
Lockheed Martin Desktop Solutions, Inc.	CURRENT REFERENCE NO:	35-11
2700 Prosperity Avenue	CONTRACT TITLE:	DTS -GRAMS MAINTENANCE
Fairfax, VA 22031	PRIOR REFERENCE NO:	445-09M

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective FEBRUARY 1, 2011 and expires on JANUARY 31, 2012.

The contract documents consist of the terms and conditions of Agreement No. 445-09M, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER AGREEMENT NO. 445-9M (ATTACHED)

ATTACHMENTS:

- 1) AMENDMENT NO. 1
- 2) AGREEMENT 445-09M

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MITHRA TAFRESHI	VENDOR TEL. NO.: 703-208-5674
VENDOR PAYMENT TERMS: NET 30 DAYS	VENDOR FAX: 703-206-9889
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1315551	
EMAIL ADDRESS: MITHRA.TAFRESHI@LMCO.COM	
COUNTY CONTACT: DAREN COLLINS	COUNTY TEL. NO.: 703-228-5026

CONTRACT AUTHORIZATION

DISTRIBUTION

Pamela Hayes
PAMELA HAYES
ASSISTANT PURCHASING AGENT

12/22/10
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 445-09M
AMENDMENT NUMBER 1

REFERENCE NUMBER 35-11

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 445-09M dated February 1, 2010 ("Main Agreement") and made between Lockheed Martin Desktop Solutions, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

Time of Performance

The Time of Performance for work under this Amendment will commence on February 1, 2011 and end on January 31, 2012, subject to any modifications in the Amendment Documents.

Payment

The County will pay the Contractor in accordance with Exhibit B for the Contractor's completion of the work described and required in this Amendment.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

(INSERT CONTRACTOR NAME)

TAXPAYER ID NUMBER: 54-1315551

SIGNED
BY:



SIGNED
BY:



PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

PRINT NAME MITHRA TAFRESHI
AND TITLE: CONTRACTS ADMINISTRATOR

DATE: 12/22/10

DATE: 12/15/2010

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

NOTICE OF AWARD OF CONTRACT

TO: LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.
2700 PROSPERITY AVENUE
FAIRFAX, VA 22031

DATE ISSUED: February 1, 2010

CURRENT REFERENCE NO: 445-09M

CONTRACT TITLE: GRAMS Maintenance

PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective February 1, 2010 and expires on January 31, 2011.

The contract documents consist of the terms and conditions of Agreement No. 445-09M, including any exhibits or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO AGREEMENT 445-09M (ATTACHED)
- 2) PRICING FIRM THROUGH JANUARY 31, 2011. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON GSA FEDERAL SUPPLY SCHEDULE #GS-35F-0636K.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MITHRA TAFRESHI VENDOR TEL. NO.: 703-208-5674

VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR E-MAIL: 703-206-9889

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1315551

EMAIL ADDRESS: MITHRA.TAFRESHI@LMCO.COM

COUNTY CONTACT: SUZANNE STRAUS COUNTY TEL. NO.: 703-228-3207

CONTRACT AUTHORIZATION

DISTRIBUTION

Richard D. Warren, Jr. CPPB
County Purchasing Agent

DATE

VENDOR: 1
BID FOLDER: 2

PURCH

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

AGREEMENT NO. 445-09M

THIS AGREEMENT is made, on the date of execution by the County, between Lockheed Martin Desktop Solutions, Inc. 2700 Prosperity Avenue, Fairfax, VA 22031 ("Contractor"), a Virginia 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:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Statement of Work), Exhibit B (Contract Pricing), Exhibit C (Nondisclosure and Data Security Agreement). 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 shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide support, maintenance and an Annual Upgrade Subscription with, "rev" release, patches, security fixes, upgrades and Service Packs to the County for its Internet Quorum system as well as Pay For Use Help Desk support.

Help desk services related to the installation of IQ "rev" release, patches, security fixes, upgrades and Service Packs will be subject to the charges for the Pay for Use Help Desk support.

Work included in the Annual Upgrade Subscription fee ("Maintenance") includes, correction of errors, issues and defects in the Software; fixes of any minor bugs; enhancements, and updates to the current version of the Software including installation, "rev" release, patches, security fixes, upgrades and Service Packs. Annual Upgrade Subscription does not include new versions of the software or any other support services, such as installation, training, help desk support, or other service.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Technology Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM

The Contract Term for IQ Maintenance begins on February 1, 2010 and ends on January 31, 2011 ("Initial Contract Term"). Help Desk support for the County's Internet Quorum 2.6 system, will continue without interruption, assuming no unnecessary or frivolous delay by the County, until the final payment under 445-09 has been requested and approved by the County Project Officer. Thereafter, this is an annual Agreement subject to renewal on an annual basis on February 1st ("Anniversary Date" or "Extended Term."). Any modifications to the Contract Term shall be evidenced by a written amendment to this Agreement, executed by both parties.

This Agreement shall be automatically renewed for an additional one-year period each year on the Anniversary Date unless either party has notified the other party of intent not to renew this Agreement at least sixty (60) days before the Anniversary Date.

CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of this agreement and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contract Amount includes all of the Contractor's costs and fees (profit).

ORIGINAL LICENSE COST AND ANNUAL UPGRADE SUBSCRIPTION FEE

The Annual Upgrade Subscription Fee is \$18,468.00 and such fee may be increased only by the addition of licenses or number of licenses or decreased by the subtraction of licenses or number of licenses and not subject to increase.

For purposes of determining the Annual Upgrade Subscription Fee for any Extended Term, the following figures and license ("IQ software") totals shall be used:

Cost of seventy-five (75) IQ licensees is \$81,000.00

Cost of the IQ Archivist User Community of 50 to 149 License is \$3240.00

Cost of one (1) IQ Archivist Service License is \$8100.00

The Annual Upgrade Subscription Fee is equal to twenty (20) percent of the Original License Cost of the IQ software. The Annual Upgrade Subscription fee remains the same for each Extended Term unless additional license/s are purchased or current licenses discontinued.

The \$18,468.00 Annual Upgrade Subscription Fee is calculated as:

The Original License Cost for Arlington County: 75 IQ Licenses @ \$1,080.00 = \$81,000.00. \$81,000 X 20% equals \$16,200.00

Cost for the IQ Archivist Server License found on Agreement NO 445-09 equals \$8100.00. 8100 X 20% equals \$1620.00

Cost for the IQ Archivist User License for User Community of 50 to 149 \$3240.00. 3240.00 X 20% equals \$648.00

Total of 3 line items above is: \$18,468.00.

PAYMENT

The Annual Upgrade Subscription fee for the Initial Contract Term (year 2010) is due on or before February 1, 2010.

At each Extended Term, Licensee shall pay to the Contractor the Annual Subscription Upgrade fee of \$18,468.00 , in full, within thirty (30) days of Anniversary Date and receipt of a proper invoice. If the Contractor has not received timely payment of Annual Subscription Upgrade fees after the Anniversary Date for the Term or any Extended Term, this Agreement will automatically terminate and the Contractor will have no further obligation to provide maintenance or support services. Discontinuation of maintenance and support services under this Agreement by either party will not be cause for termination of the License Agreement. The County, in perpetuity, retains all rights and licenses to operate and use, as well as any previously conferred copying rights, to Internet Quorum and its component modules including but not limited to Internet Archivist.

The Contractor shall submit an invoice to the Project Officer upon completion of each month for Pay-For-Use Help Desk support services, so that the County may keep track of their help desk support hours. The rates are set forth in Exhibit B. The County's Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the County's Project Officer) invoice approved by the County's Project Officer. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and covered by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement agreed to in advance and signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services. Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B, unless otherwise agreed.

REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in

employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused arising from Lockheed Martin Desktop Solutions and the Contractor's performance of the Scope of Work as defined in Exhibit A for or on account of any trademark, copyright, patented or unpatented invention, process, product, design, device or materials involved, incorporated, or used in the performance of this Contract, including its use by the County.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Officer of the Purchasing Agent at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

DISPUTES

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs earlier. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty days after final payment in accordance with the Arlington County Purchasing Resolution, Section 7-107. The time limit for final written decision by the County Manager is fifteen (15) days. The decision of the County Manager shall be final and conclusive unless the Contractor appeals within six months of the date of the decision on the claim by the County Manager to the County Board in accordance the Arlington County Purchasing Resolution section 7-108. Legal action may be instituted only in accordance with the Code of Virginia and the Arlington County Purchasing Resolution, herein incorporated by reference.

The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board or a court.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and 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 purchase 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.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor and which are outside of the scope of the Contractor's then current disaster planning, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

Neither the County nor the Contractor shall assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County or the Contractor.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

ACCESSIBILITY OF WEB SITE

If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at:
<http://www.ada.gov/websites2.htm>

HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask right and trademark) of third parties are infringed or in any manner involved in or related to the System to the Scope of Work hereunder. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS

This contract confers no rights to the Contractor of ownership nor any rights or interests to use or to disclose the County's data or inputs. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

COPYING RIGHTS

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

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this 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 that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must 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 employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract. The Contractor shall not employ on the work any person not reasonably proficient in the work assigned.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Extended Term/s, if any, including warranty and guarantee periods. However, the County will have the right to terminate for cause this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs. Furthermore, the County shall be entitled to a pro-rata reimbursement of the Annual Upgrade Subscription fee for the entire time period following the notice of Termination for Cause or Convenience, the Contractor's cessation of Work or the Contractor's cessation of the provision of help desk services as per this Agreement. With a Failure to Deliver, all Annual Upgrade Subscription fees paid by the County for the Initial Contract Term or the current Extended Term, as applicable, shall be promptly reimbursed to the County at the appropriate pro-rated calculation. With a Termination for Cause, Convenience or Failure to Deliver, fees owed by the County for Pay for Use Help Desk support shall be limited to actual usage incurred up to the date of the applicable notice and billed at the "Over 60 Hourly Rate" as identified in Exhibit B.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be included as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

Intellectual Property Indemnification - to protect the County against judgments and defend it against intellectual property infringement claims, in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of \$1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

FAILURE TO DELIVER

In the case of failures to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice shall follow the Termination for Cause Clause (see section Termination for Cause) Contractor is under no obligation to procure and install a non-IQ based solution.

RESTRICTIONS ON THE USE OF NAME

The use of the County's name and logo in advertising by the Contractor is prohibited without prior written consent of the County.

PROTECTION OF PRIVACY AND CONFIDENTIALITY

Contractor agrees that it shall hold the County's information secure and private. Contractor shall not use, disclose, or permit access to confidential information acquired in connection with the Services performed under this Agreement, except, as necessary or required to perform such Services. Confidential information includes, but is not limited to, nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act, personally identifiable health, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise, as well as any information entrusted to any affiliates of the parties. Notwithstanding the foregoing, Contractor and its affiliates shall have the right to use or disclose such confidential information on a limited, need to know basis and only in a secure manner to prevent re-disclosure or improper use if: (a) required by applicable law or any court, governmental agency, regulatory authority, or by subpoena or discovery request in pending litigation; (b) necessary in connection with any of Contractor's or its affiliates' audit, legal, compliance, or accounting procedures; (c) the information is available or ascertainable from public information (other than as a result of prior unauthorized disclosure); (d) authorized by the County or a Participant; (e) required to protect against or prevent fraud; or (f) the information was in Contractor's possession prior to the Effective Date. Contractor will take reasonable steps to safeguard and ensure the integrity of such information and will return or destroy such information upon termination of this Agreement.

Contractor agrees that if there is a breach of security or an unauthorized disclosure/s that it will immediately report the breach or disclosure to the County and further report to the County the exact scope and nature of the breach or disclosure as soon as possible upon determination that such breach or disclosure involves County data. Contractor will take all legally and commercially reasonable steps, in keeping with applicable industry standards, to correct and abate the breach or disclosure. If requested by the County, Contractor shall notify affected Participants of any unauthorized disclosures, the cause of the disclosure and all steps being taken to correct the problems. Contractor further agrees to reimburse Plan participants for actual out-of-pocket losses and reasonable expenses associated with any theft of such Plan participant's identity (1) by any employee of Contractor, or such affiliates to which any responsibilities hereunder have been delegated, or by any other person who gained access to the Plan participant's personal information by reason of such employment or

through acts of an employee of Contractor or affiliate; or (2) by reason of a reasonably foreseeable failure of identity protection security measures undertaken by Contractor. Reasonable expenses shall include the reasonable costs associated with the restoration of the Plan participant/s accurate credit history, including credit monitoring for a reasonable period of time.

Contractor shall ensure that it, its affiliates and any entity to which any responsibility hereunder has been delegated or with which Contractor has a contractual relationship pursuant to which Contractor shares or sends information to such provider under this contract, shall adhere to this Section and shall take all necessary and commercial reasonable steps, including Internet security, to ensure the confidentiality and privacy of the information it receives in its performance of the services described herein.

REQUIREMENTS CONTRACT

The Pay for Use Help Desk support services component is a requirements based provision of services and the County will have no obligation to the Contractor if no items or services are requested by the County. Any quantities which are included in the Contract Documents or accompanying purchase order/s are the present expectations of those who are planning for the period the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy or utilize any amount of Pay for Use Help Desk support services as a result of having provided any estimate or having had any normal or otherwise measurable requirement in the past.

NONEXCLUSIVITY OF REMEDIES

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

AMENDMENTS

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

WAIVERS or FOREBEARANCE

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

ENTIRE AGREEMENT

The contents of this Agreement and Agreement No 445-09 constitute the entire understanding and agreement between the Parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be amended except by written agreement signed by both parties.

WARRANTY

The Contractor warrants that the services it shall provide under Agreement 445-09M will be of a good workmanlike quality, will be performed in a professional and ethical manner by properly trained and licensed individuals, and will be provided in accordance with professional and industry standards.

The Contractor makes no other without any other warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Licensee's sole and exclusive remedy for breach of any warranty under this agreement shall be the refund of some or all of the annual maintenance fee (Annual Subscription fee) paid by licensee.

RESPONSIBILITIES OF LICENSEE

Except to the extent that the Contractor specifically agrees in writing to provide any of the following as part of the support services set forth in Exhibit A, Licensee is solely responsible for the following:

(a) Selecting, training, and supervising personnel to operate the Software on Licensee's computer system except as otherwise provided for in Agreement 445-09. Telephone help desk support will be provided by the Contractor only assistance directly related to the operation of the Software.

(b) Providing a proper hardware and operating system environment for operation of the Software, as described in the documentation of the Software provided by the Contractor to Licensee. The Contractor is not responsible for obtaining or providing hardware, operating software, or any other peripheral equipment or ancillary software. Licensee is also responsible for ensuring a proper operating environment and proper utilities for the computer system on which the Software will operate, including an uninterrupted power supply.

(c) Training on the use of hardware, operating system software, and peripheral equipment and software is a responsibility of the Licensee except as otherwise provided for in Agreement 445-09.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE ENTITLED TO INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF DATA, BASED ON ANY BREACH OR DEFAULT OF THIS AGREEMENT BY THE OTHER PARTY.

NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery

service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

Mithra Tafreshi
Contracts Administrator
Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, Virginia 22031

TO COUNTY:

Richard D. Warren, Jr., Purchasing Agent
Arlington County
Suite 500, 2100 Clarendon Boulevard
Arlington, Virginia 22201

And

Department of Technology Services, Deputy CIO
Arlington County
Suite 610, 2100 Clarendon Boulevard
Arlington, Virginia 22201

SEVERABILITY

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

SURVIVAL OF TERMS

In addition to any sections in this Contract which specifically state that the term or paragraph survives the expiration or termination of this contract, the following sections also survive: "INDEMNIFICATION", "RELATION TO OWNER," "CONFIDENTIALITY", "PATENTS AND ROYALTIES", "COPYING RIGHTS," AND "WARRANTY", and "INTELLECTUAL PROPERTY INDEMNIFICATION."

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LOCKHEED MARTIN DESKTOP
SERVICES, INC.

TAXPAYER

ID NUMBER: 54-1315551

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

NAME AND
TITLE: Mithra Tafreshi
Contracts Administrator

DATE: 1/12/10

DATE: 1/11/2010

AGREEMENT NO. 445-09M

EXHIBIT A

STATEMENT OF WORK

Background: This statement of work includes the support and maintenance of Internet Quorum, including IQ Archivist, previously installed and later upgraded by the Contractor pursuant to Agreement No. 445-09 ("Software"):

The Contractor agrees to provide the following:

- Annual Upgrade Subscription for the County's Internet Quorum System. This will allow the County to receive any "rev" release, patches, security fixes, upgrades and Service Packs that are issued during the current and previous contract years. As long as the annual upgrade subscription fee has been paid, the County is entitled to these "rev" release, service packs, fixes, patches or upgrades without additional charge. The County may secure assistance with the installation of any new service packs, fixes, patches and upgrades through the Pay for Use Help Desk Support and will be invoiced as per the terms of Exhibit B.
 - Oracle database support for the duration of this agreement. The Oracle Database Administrator supplied by the Contractor with regard to the IQ Application shall be available as a Help Desk "Escalation Resource". All time spent for this support is billable per the terms of Exhibit B.
 - Pay-for-Use Help Desk support services (also known as "Help Desk Support", "Help Desk", "phone support" "IQ Help Desk" and "Help Desk support personnel"). Help Desk Support of is available only to the designated members of County's Department of Technology Services team ("County DTS staff"). The County will pay the Contractor \$118.11 an hour for help desk support that is called/emailed in by a member(s) of the Department of Technology Services or their designee to be provided in writing to the Contractor. Inquiries by person(s) not approved in advance cannot be charged to the County. The smallest increment that shall be invoiced is six (6) minutes. All work performed by the help desk will be invoiced monthly.
1. Phone support is available Monday through Friday, excluding authorized federal holidays, from 8:00 AM - 5:00 PM Eastern Time at the following number (703) 206-0188 Option # 2 or via email at IQSupport@solutions.lmit.com .
 2. Errors, issues and defect repair and resolution. The Contractor will provide support, repair and resolution for errors, issues and defects ("issues") during the term of this contract. The following is the process the parties will follow unless otherwise agreed to in writing:
 - (a) Issues will be submitted by County designated staff to the Contractor's Help Desk either through a phone call or an email.

These issues will be reported by the County's system administrator or designee.

- Priority A - the Software is not performing in accordance with specifications and production or mission critical business operations are being impacted. No work around is available.
- Priority B - the Software is not performing in accordance with specifications but most business operations can be performed. A known work around is available. The County is able to implement the work around without severe interruption of the production process.
- Priority C - the County requires information or assistance on capabilities, installation, and configuration or would like to request an enhancement. This includes, but is not limited to, cosmetic and documentation issues that have little or no impact on production processes and/or productivity.

3. Response Times:

The following response table specifies the level of response that will be given to the County at each step of the process based on the priority. The table specifies the anticipated amount of time to complete each step.

- **Step 1** - represents the acknowledgement of the issue/s and the beginning of the information gathering and trouble shooting process.
- **Step 2** - represents the time frame in which the Contractor's Help Desk will actively address the issue and resolution thereof.

Priority	Step1	Step2
A	Next business day	<p>Work will be started immediately upon receipt and will continue until resolved. Dedicated resources will be assigned to resolving the issue. This priority level is for instances when the application is not performing correctly and is stopping work from being performed in the County.</p> <p>Any change to the application made to remediate the reported problem will be delivered as a "rev" release as soon as the changes have been thoroughly test and packaged for release. The release will be available on the LM releases web site with appropriate instructions for installation. Alternatively, the County has the option to utilize their existing Help Desk support contract hours for remote delivery and installation of the "rev" release.</p>
B	One week	<p>Work will be started within two (2) weeks and performed during normal business hours.</p> <p>Any change to the application made to remediate the reported problem will be delivered as a "rev" release as soon as the changes have been thoroughly tested and packaged for release. The release will be available on the LM releases web site with appropriate instructions for installation. Alternatively, the County has the option utilize their existing Help Desk support contract hours for remote delivery and installation of the "rev" release.</p>
C	Two weeks	<p>Work will be started and performed subject to the Contractor's resource availability.</p> <p>Enhancement requests from the County may or may not be adopted by the Contractor. If an enhancement request is not adopted, the County will be informed of that decision.</p> <p>Low impact enhancement requests may be incorporated into the next Service Pack released or installed earlier in the County system, at the discretion of the Contractor.</p> <p>All other implemented enhancement requests will be incorporated into the next Service Pack or version of IQ released after the solution has been completed.</p>

Remote diagnosis and resolution of problems shall be provided via secure remote access to the system by the Contractor. The Contractor shall adhere to the County's remote access protocols.

4. Escalation

During the term of this Agreement, the County will work with assigned the Contractor to manage and resolve issues. The County, at its discretion, may escalate an issue to the Account or Quality Executive for consideration and resolution.

- System Availability
 - o The system shall be available during normal business hours of 8am to 5pm daily excluding federal holidays. If there is a need to take the system offline for maintenance, it shall be done after normal County business hours and taken offline after coordination with the County's system administrator.
- Communications
 - o The Contractor Help Desk shall provide timely information to the County's system administrator on time charged by the Contractor for Pay for Use support calls and the County users of the support.
 - o Monthly reports shall be provided with the monthly invoices for labor. The reports will list the contractor employees who performed work for the County, the amount of time spent and the week the work was performed.
 - o The Contractor Help Desk shall also communicate with the County's system administrator on any tasks that are estimated to exceed the service level agreement listed above.
 - o When an issue/question/problem is escalated within the Contractor Help Desk, the Help Desk Staff will provide timely status updates to the County's System Administrator in writing within 24 hours.

AGREEMENT NO. 445-09M

EXHIBIT B

CONTRACT PRICING

Pricing under this Agreement consists of two separate components, as noted below. This Agreement may renew on January 31 of each year as provided for in the Agreement.

(1) Annual Upgrade Subscription fee:

Upon any renewal, the County will pay the Annual Upgrade Subscription fee in the amount of twenty (20) percent of the original license cost as set forth in the ORIGINAL LICENSE COST AND ANNUAL UPGRADE SUBSCRIPTION FEE paragraph in the Agreement. The fee for the Annual Upgrade Subscription for the Initial Contract Term is \$18,468.00. During the Initial Contract Term, this fee is payable on or before February 1, 2010. Payments for any Extended Term/s shall be governed by the PAYMENT paragraph of the Agreement. For any Extended Term, the Annual Upgrade Subscription fee is \$18,468.00 and such fee may be increased only by the addition of licenses or number of licenses or decreased by the subtraction of licenses or number of licenses.

(2) Pay-for-Use Help Desk:

Pay-For-Use Help Desk support services are invoiced and payable on an actual usage basis. A County purchase order will be issued to encumber the non-binding estimated total usage anticipated by the County.

a. Initial Contract Term

For the Initial Contract Term, all Pay-for-Use Help Desk support services, regardless of actual hours used, shall be payable at \$118.11 per hour. The County will issue a purchase order with this signed Agreement to encumber its estimated usage of sixty (60) hours, subject to actual usage by the County, for a total estimated usage amount of \$7,866.60.

If the County does not use all of the estimated sixty (60) hours of Pay-for-Use Help Desk support services during the initial Contract Term, the unused portion shall not be invoiced to the County. If the County uses in excess of sixty (60) hours of Pay-for-Use Help Desk support services, the additional hours will be invoiced at a rate of \$118.11/hour. The County will issue a new purchase order to fund the over sixty (60) hour effort or modify the purchase order reference above.

Contractor prices will not increase during the initial one year term of agreement.

b. Extended Contract Term/s

Contractor reserves the right to increase future prices for each renewal period as as outlined below.

At least 75 days before the Anniversary Date the Contractor shall provide a quote tied to this contract for the number of hours the County Project Officer estimates the County will need for anticipated Pay-for-Use Help Desk support services. Such quote shall not exceed the rates noted below. After receipt of this emailed quote, if the County determines that services for the Extended Term will be procured, an Extended Term will be entered into at the agreed to rate established for the estimated usage.

If the County estimates its usage for the upcoming Extended Term to be for 60 hours (or more), the applicable "Over 60 hours" rate will be utilized as noted below and a purchase order issued in that estimated amount. If County estimates its usage for the upcoming year to be for less than 60 hours, then the applicable "a-la-carte" rate will be applied, as described below, and a purchase order issued in that estimated amount.

c. Extended Term/s hourly rates:

If the County issues a purchase order for estimated Pay-for-Use Help Desk support services greater than sixty (60) hours, the "Over 60 Hours" rate shall apply to all Pay-For-Use Help Desk service support regardless of the actual usage. Hours estimated but not used shall not be invoiced.

If the County issues a purchase order for estimated services less than sixty (60) hours, the "a-la-carte" rate shall apply except where actual usage for the Extended Term is sixty (60) or more hours then the "Over 60 Hours" rate shall apply to all Pay-for-Use Help Desk support services.

The County will issue a new purchase order to fund any usage over the estimated amount or modify any purchase order previously issued.

For each Extended Term hereafter, if any, in the absence of an estimate from the County, the estimated usage for Pay-for-Use Help Desk support services shall be sixty (60) hours and the "Over 60 Hours" rate utilized in the quote and any subsequent contract amendment for an Extended Term/s.

For each Extended Term hereafter, if any, the Contractor has hourly rates which are tied to a Federal Contract, GSA Federal Supply Schedule #GS-35F-0636K ("Federal Contract") that renews each year on October first (1st). The GSA Schedule rates are considered "most favored" rates. These GSA rates are lower than the proposed County rates because this is not a GSA contract.

Under this Agreement, the rates for the first two Extended Terms hereunder, if entered into, are:

	1-31-11 to 9-30-11	10-1-11 to 9-30-12
Over 60 Hours Rate	\$122.84/hour	\$127.75/hour
A-la-carte Rate	\$154.42/hour	\$160.60/hour

Rates after 9-30-12 will be based on the GSA Federal Supply Schedule #GS-35F-0636K and determined by the variance for non-GSA rates for this contract. These new rates will be agreed to by the parties and memorialized in an amendment to this Agreement.

AGREEMENT 445-09M

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT

I, the undersigned, agree that I will hold County information, documents, data, images, records and the like (hereafter "information") confidential. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property.

I agree that I will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of my participation on the Arlington County Intranet Quorum System Upgrade. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") 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 or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I also 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), for any purpose other than that directly associated with my officially assigned duties on the ACE project. I am aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to \$1,000.00.)

I also agree that I will not divulge or facilitate the divulgence to or access by any unauthorized person for any purpose of any non-Lockheed Martin confidential or proprietary information obtained directly, or indirectly, as a result of my participation on the Arlington County Intranet Quorum System Upgrade.

I also agree that I will take strict security measures and follow the County's Information Security regulations to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that I will not cause any such information to leave my employer's work site or the County's physical facility, if working onsite. I also agree that I will not work remotely or remove any information from my employer's worksite or the County's physical facility without express written authorization of the County Project Officer.

I will ensure that any Lockheed Martin laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

I also agree that I will notify the County Project Officer immediately upon discovery of any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized use.

Upon completion of the Intranet Quorum System Upgrade, I agree to return all non-Lockheed Martin information to the County Project Officer.

Signed: Mitina Jafeski

Date: 1/11/2010

Attest: _____

Date: _____