

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	June 21, 2017
Granicus, Inc.	AGREEMENT NO:	17-122-SS
707 17 th Street, Suite 4000	AGREEMENT TITLE:	Media Management
Denver, CO 80202		Streaming 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. 17-122-SS
including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO ATTACHMENT B PRICING SCHEDULE (ATTACHED)
- 2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

- 1) ARLINGTON COUNTY AGREEMENT (ATTACHED)
- 2) ATTACHMENT A SCOPE OF WORK (ATTACHED)

EMPLOYEES NOT TO BENEFIT:

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

CONFLICT OF INTEREST:

PRIOR TO PLACING AN ORDER FOR GOODS OR SERVICES UNDER THIS CONTRACT, EMPLOYEES ARE RESPONSIBLE FOR ENSURING THAT
THEY NOT PROHIBITED FROM PARTICIPATING IN THE CONTRACT UNDER THE RULES SET FORTH IN ARTICLE 9-103 OF THE ARLINGTON
COUNTY PURCHASING RESOLUTION.

VENDOR CONTACT: Luke Znardcic

TELEPHONE NO.: 720-240-9586 X1503

VENDOR PAYMENT TERMS: NET 30 DAYS


EMAIL ADDRESS: luka.znardcic@granicus.com

COUNTY CONTACT: Rob Farr

TELEPHONE NO.: 703-228-3271

EMAIL ADDRESS: rfarr@arlingtonva.us

CONTRACT AUTHORIZATION


Rebecca Kee, CPPB
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1 (email)
BID FOLDER: 3

6/21/2017
Date

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

AGREEMENT NO. 17-122-SS

THIS AGREEMENT is made, on the date of execution by the County, between Granicus, Inc., 707 17th Street, Suite 4000, Denver, CO 80202 ("Contractor") a California Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Granicus, Inc. Statement of Work
- Attachment B – Pricing Schedule

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. The remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to provide County Board Webstreaming Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than November 30, 2017 ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from September 1, 2017 to August 31, 2021 (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 in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment B unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for Managed Services. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

For any product or product configuration services provided in support of an upgrade to existing services, the County agrees to pay fifty percent (50%) of one-time/upfront fees for all products upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of one-time/upfront fees for each product are due upon delivery of that product. Monthly billing for Managed Services and chosen Optional Services for associated products shall begin upon completion of delivery.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Attachment A 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"). If 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. 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.

12. 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, national origin, age or 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.

13. 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.

14. 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.

15. 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. Upon such termination, the Contractor may

apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, as defined above, 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.

16. 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 acts 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.

17. 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.

18. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") which include County data are the exclusive 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 willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to 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.

19. 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, "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. **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.
- B. **Data Protection.** The Contractor will protect the County's Information according to ISO 27001 compliance standards. The County may request a copy of the Contractor's 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.
- C. **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. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, 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, with the exception that the Contractor, may in order to provide testing or support, temporarily download County information.
- D. **Conclusion of Contract.** In case of termination or expiration of the Agreement, Granicus shall provide the County with a copy of its Content. Granicus shall transfer the Content within the sixty (60) day termination period, unless the Parties agree to a longer period for the transfer. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later. The County shall, at all time, provide reasonable cooperation to Granicus, including but not limited to providing scheduling and availability information to Granicus for coordination of the data transfer. Granicus shall not be liable for any delay in transferring the data caused solely by the County's failure to respond in a reasonable

time frame. The County shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- i. **Option 1:** Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to County at Granicus' actual cost, which shall not be unreasonable.
 - ii. **Option 2:** Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
 - iii. **Option 3:** Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at any time.
 - iv. **Option 4:** Professional services can be contracted for a fee to customize the retrieval of content from the system.
- A. **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 unintended access to or use or disclosure of County Information.
- B. **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).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

27. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

28. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

29. AMENDMENTS

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

30. 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.

31. 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.

32. 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.

33. ARBITRATION

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

34. 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.

35. 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.

36. 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.

37. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

38. 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 AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

39. 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.

40. 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.

41. 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:

Luka Znardcic
Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202

TO THE COUNTY:

Rob Farr
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 409
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

42. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

43. 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.

44. 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 \$100,000/100,000/500,000. 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. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be included as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement will be attached to the certificate.
- E. 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.
- F. 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.
- G. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

GRANICUS, INC.

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME: ~~JASON FLETCHER~~ Mark Hynes
TITLE: ~~CHIEF EXECUTIVE OFFICER~~

DATE: 6/21/2017

DATE: 6.20.17

Attachment A

Granicus, Inc. Arlington – Statement of Work

Attachment B: Pricing

All work under this Agreement shall be covered by the following monthly fee, unless the County pursues the option to purchase Optional Services: \$2,665.00

- Monthly Managed Services: Base
- Monthly Managed Service: Open Platform and Government Transparency

OPTIONAL SERVICES: The County may purchase the following Optional Services. The County Project Officer shall submit a written request for the optional service(s) to the Contractor, who shall submit a written acceptance to the County Project Officer. The prices for the Optional Services are as follows:

1. Upgrade to SDI 720p Streaming - \$300 per month.
2. Granicus SDI Encoding Appliance Hardware and Encoding Appliance Hardware Configuration to support the upgrade to SDI 720p Streaming - One time fee of \$4,500.00
3. EComment Software Solution - \$250 per month

One-time Fees:

- Product and Configuration Services: Granicus SDI Encoding Appliance Hardware and Encoding Appliance Hardware Configuration to support the upgrade to SDI 720p Streaming.

Note: Product and Configuration Services is defined for this contract as all necessary work, personnel and equipment required to provide, support and deliver the upgrade to SDI 720p Streaming. These services are concluded at the point acceptance made by the County of the upgraded product.

Recurring Monthly Managed Services Fees:

- Base
- Open Platform and Government Transparency

Optional Services Fees:

- Upgrade to SDI 720p Streaming
- EComment Software Solution



COUNTY OF ARLINGTON

Statement of Work

Open Platform, Government Transparency, Meeting Efficiency, eComment

Attachment A

DOCUMENT VERSION 2.0

(CONFIDENTIAL)

June 8, 2017

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1. Introduction and Background and Current Arlington Solutions

This Scope of Work (“SOW”) defines deliverables, responsible parties and timelines for the implementation, and post-implementation service and support, of the legislative management solution provided by Contractor, Inc. (“Contractor”) to the COUNTY BOARD OF OF ARLINGTON COUNTY (“County”). This SOW is an integrated component of the final contract between the County and Contractor.

Business objectives to be achieved by this solution are as follows:

Open Platform and Government Transparency

- Give citizens access to live and archived streaming through the County website
- Import agendas and index video live
- Manage and distribute unlimited meetings and events automatically
- Integrate closed captions with video
- Measure participation with in-depth video analytics
- Streamline live meeting processes into a workflow that combines minutes with meeting recordings
- Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface

All Solutions

- Receive training for all members of the organization through a “train-the-trainer” concept
- Substantially reduce hardcopy printing of documents related to meetings and legislation

2. Project Scope

Solutions Already Implemented Software Explanations and SKUs

The Contractor is currently providing OPEN PLATFORM, GOVERNMENT TRANSPARENCY, MEETING EFFICIENCY solution. Those services are to continue under this contract.

Software Name: Open Platform and Government Transparency

SKU: SAS1000, SAS1001

Open Platform and Government Transparency one of your current Granicus solutions that will continue to provide the following services:

Unlimited government public meeting content storage and distribution

- Archived video editing
- An internal and public-facing citizen web portal
- Live and On Demand streaming of both meeting and non-meeting content
- Timestamp agenda items to index video

Hardware Name: Encoding
Appliance SKU: HDW0082

Pre-configured hardware already including:

- Live and on-demand streaming on computers, tablets, and other mobile devices
- Granicus maintenance updates
- Extraction and display of embedded closed captions to help maintain ADA compliance
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

Software Name: Meeting Efficiency
SKU: SAS1002

Meeting Efficiency, current Granicus solutions that will continue to provide the following services:

- Capable of live minutes automation. Record agenda items, roll call, speakers, motions, votes and notes in real time.
- Post-meeting editing and publishing of minutes
- HTML or MS Word template for minutes publishing

Software Name: LiveManager

Will continue to allow full meeting control with the ability to start, stop, pause, index, and annotate events. Other key functionality includes: recording roll call, time stamping agenda items/video, and recording speakers, motions, votes, and notes.

Software Name: MediaManager

Will continue to allow system administrators to have granular control over the actions that users are allowed to perform. The administration feature in MediaManager is a central hub for preparing and publishing content in Client's Granicus solution. In addition to publishing content, Client can manage user access and view usage reports (non-Legistar clients only. Legistar is Granicus's legislative management solution.)

Software Name: iLegislate

Connects agenda data to tablets and mobile devices to enable the review of agendas and supporting documents, note taking, and more, on the go. The feature list includes:

iLegislate, one of your current Granicus solutions that will continue to provide the following services:

- Viewing of videos, agendas, minutes, and supporting documents on mobile devices that use Apple iOS (iPhone and iPad), Windows (Surface/Surface Pro) and some Android devices (Note: only if Client has an encoder or uploads a video to MediaManager [see 2.1.7 below].)
- Review of agendas and attachments offline and on-the-go
- Note taking, bookmarking, and emailing of agenda items
- Review of indexed, archived meeting videos

Solutions To Be Implemented for Arlington

SDI Encoding Appliance hardware is pre-configured and includes:

- a. Live and on-demand streaming on computers, tablets, and other mobile devices
- b. Granicus maintenance updates
- c. Extraction and display of embedded closed captions to help maintain ADA compliance
- d. H.264 video codec encoding
- e. HTML5 and Flash compatible streaming delivery
- f. HD Streaming at 720p

Software Name: eComment

SKU: SAS1004, SAS1170, OR SAS1171

Assisting elected officials, client staff and municipal constituents by providing easy-to-use online tools that manage citizen engagement. It is provided as a rapidly deployed, "out-of-the-box" product and has limited customization features.

eComment, one of your Granicus solutions will provide the following features:

- Online citizen engagement methods through one online portal
- Gather citizen comments on agenda items prior to meetings
- Create a relationship with your other Granicus cloud based solutions
- Send submitted citizen comments using Granicus's iOS and Android application, known as iLegislate, to users who have applicable permissions set up on the Granicus Open Platform site
- Keep the public informed of active public bodies and membership online
- Allow community members to apply for boards through Client's website

Time Frame for delivery and installation – 30-45 business days from signing of agreement.

2.1. Licensing, Training, Managed Services, and Support

1. The licensing for this solution is a site license which allows for unlimited concurrent licenses at the site defined as 2100 Clarendon Blvd. Arlington, Virginia 22201.
2. Software configuration and installation are included in the upfront and managed service fees
3. Installation of the software system into one environment
4. Configuration, support, and software updates for one meeting body are included in the monthly managed service fees. A meeting body is understood to mean a body that requires any combination of the following:

- a. A unique agenda template
 - b. A unique minutes template
 - c. Any other unique template
 - d. A separate meeting type, title, or purpose
- 5. Integration and validation with existing Contractor solution and content
- 6. Go-Live support
- 7. Training Classes. Contractor will provide online training to County's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.
- 8. Access to reference and support materials and documentation
- 9. Contractor will make available the use of its various APIs to Arlington County.. Contractor will provide its APIs, as well as any existing documentation, to the County upon request. Any modification to the API is considered out of scope.

3. Project Teams

3.1. Contractor Project Team

Contractor will assign the following team members to County's implementation project:

- 1. Project Manager (Contractor PM):** This is the primary person responsible for the implementation of and adherence to project plans. See below for the full job description.

Contractor reserves the right to make adjustments to the project team roles as deemed appropriate.

The Contractor resources assigned to this project will be knowledgeable of the Contractor modules included in the solution and the County's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with the County team members effectively.

Contractor Project Manager Responsibilities

The Contractor Project Manager will manage the Contractor project team and work with the County's Project Manager to establish a framework for communication, documentation, and reporting to be used throughout the project.

The Contractor Project Manager responsibilities include, but are not limited to:

1. Giving Contractor team members a clear understanding of their respective responsibilities throughout the project
2. Managing the activities of the Contractor project team to help maintain on-time completion of deliverables
3. Ensuring Contractor completes all unit and integration testing on all configurations and

interfaces prior to training

4. Monitoring the progress of the project and advising the County Project Manager of any risks that could impact an on-time completion of specific tasks and deliverables
5. Maintaining regular communications with the County Project Manager
6. Managing escalations and timely resolution of any issues
7. Managing the approval and timely completion of change orders
8. Maintaining documentation of decisions made, commitments and follow-up items, deliverables, and other items/issues associated with the project for which Contractor is responsible

3.2. County Project Team

County will assign the following team roles:

1. **Project Manager (County PM):** This is the main point of contact responsible for the implementation and adherence to project plans. See 4.2.1 below for the full job description.
2. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.
3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that the solution is deployed properly and helps solve IT issues that might arise.
4. **Solution Administrator:** The Solution Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. The Solution Administrator's responsibilities will include, but not be limited to: collaboration with Contractor resources on the project schedule deliverables; and coordination with key stakeholders, representatives, and decision makers.
5. **Backup Solution Administrator:** This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative and meeting processes of the County jurisdiction as well as a good level of technological skills.
6. **(OP GT Only) Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on the County's unique workflow.
7. **Subject matter experts (SMEs),** including but not limited to: County Council Secretary, Legislative Analyst(s), and other representatives, as deemed appropriate, from County Attorney's Office, Mayor's Office, Clerk & Recorder's Office, Budget Management Office, etc.

The Contractor will work with the County to make adjustments to the project team roles as deemed appropriate. The allocation of the County resources to the project may be variable according to:

1. The duration of the project
2. The level of internal County agreement
3. The number of customizations required in the solution

The County resources assigned to this project shall be fully capable of performing assigned duties, fulfill project commitments and communicate with Contractor team members effectively.

County Project Manager Responsibilities

The County Project Manager shall manage the County's project team and work with the Contractor Project Manager to establish a framework for communication, documentation and reporting to be used throughout the project.

County's Project Manager Responsibilities include, but are not limited to the following:

1. Ensure that all members of the County project team have a clear understanding of their respective responsibilities throughout the project
2. Manage the activities of the County's project team and partner resources to ensure the on-time completion of tasks and activities necessary to coordinate with Contractor(e.g., providing access and video content); create, maintain/update and complete all required project artifacts and other documentation
3. Monitor the progress of the project and advise the Contractor Project Manager of any risks that could impact an on-time completion of deliverables
4. Manage and track the project budget; flag for the project sponsors if additional funds are needed to complete the project
5. Maintain regular communications with the Contractor Project Manager and the County's project sponsors
6. Ensure that members of the Contractor Project Team have the County's legislative process documentation and other County resources to gain a sufficient understanding the County's legislative process and requirements to ensure a successful and effective implementation of the solution
7. Ensure that any customizations to the solution are fully specified and documented
8. Ensure that change orders contain a complete description and specification of the changes required

4. Project Timeline

Work shall be performed according to the target milestone timeline below, based on projects similar to the County's. Timelines may change based on mutual agreement between the County and Contractor.

	Phase	Scheduled Completion
1	Project Start-Up	2 weeks from contract execution
2	Implementation	1-9 week(s) from contract execution
3	Implementation Completion	1-10 week(s) from contract execution
4	Training	11-14 weeks from contract execution
5	Scope of Work Completion	12-15 weeks from contract execution

5. Milestones

For each milestone, the County's authorized representative shall give final, written approval that individual deliverables and milestones have been completed.

5.1. Milestone 1: Project Start Up

5.1.1. Staffing and Project Management

Success of the project is dependent on both Contractor's and the County's commitment to collaborating and performing the tasks and obligations described in this SOW. Both Contractor and the County shall provide reasonable turnaround times (to be mutually agreed upon) on critical decisions, information requests, and approvals that are required to ensure that project tasks and deliverables are completed on time.

5.1.2. Project Plan

The County and Contractor will work together to develop a comprehensive project plan consisting, at a minimum, of the components outlined below which are broken out by responsibility and ownership.

Deliverables:

- 1. Communication Plan:** The County and Contractor will collaborate on and document processes to communicate project information to County and vice versa. The plan, at minimum, should include:
 - a. Regularly Scheduled Status Calls:** Members of both the County and Contractor project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.
 - b. Written Status Updates:** Both the County and Contractor Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both County and Contractor.
 - c. Escalations:** In the event that the Contractor Project Manager does not respond to the County's needs, the County shall directly contact Contractor's Director of Professional Services (please email implementation@Contractor.com to contact the Director of Professional Services).
- 2. Resource Plan:** County and Contractor will collaborate to compile a list of all personnel from the County and Contractor that are associated with the project. The list should include each person's role in the project and contact information as well as their allocation to the project.
- 3. Training Plan:** Contractor will provide the County with the Training Plan on the Project Kickoff Call.

5.1.3. Document Review and Technical Information Gathering

The Contractor Design team conduct a Document Assessment, during which it will review the County's current agenda and minutes documents and determine how they will integrate with the Contractor solution and what changes, if any, should be made to optimize the solution for the County.

1. **Document Assessment:** The Contractor will complete a review of the County's current agenda and minutes documents and document any recommended changes. The Contractor will submit a request to County Project Manager listing the documents needed. The County will provide the requested documents to the Contractor in a timely manner. The County will provide any other process documentation (e.g. process flows, requirements, etc.) to aid the the Contractor project team in gaining a sufficient understanding County's legislative process and requirements.
2. **Technical Information Gathering:** The Contractor will work with the County to gather general technical information and analyze the existing technology set-up to ensure that the proposed project meets all requirements necessary to deliver a successful solution. Contractor will send a URL for the Technical Information Gathering Form to County for completion. County will complete and submit the electronic form to Contractor.
3. **Solution Validation Call:** This call provides an opportunity to discuss the County's current workflow process and existing technology set-up to ensure that the proposed plan meets all requirements necessary to deliver a successful solution. At a minimum, the County's Project Manager, IT Lead, and County Council Project Sponsor should participate in the call.

Deliverables: The Contractor will document the minutes of the call as well as confirm the technical compatibility of the proposed solution and distribute to County Project Manager for review and approval.

5.2. Milestone 2: Implementation

Contractor will deliver any required and purchased hardware to County. Contractor will install and configure solution software for County.

1. **Customization and Configuration Design Phase:** Contractor will collaborate with County to develop the architecture and configuration design for each module of the overall solution.

Deliverables:

- a. Continued Concurrent Licensing of Existing Applications (Open Platform and Government Transparency, Meeting Efficiency, LiveManager, MediaManager, iLegislate)
- b. Architecture Design Document
- c. Summary of Configuration Design Document

2. **Successful Implementation of New Media Applications**

- a. Implementation and enablement of eComment.

3. **Upgrade of Encoding Appliance:** The Contractor Encoding Appliance provides the County with live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. A combination of web-based and County-installed applications will give users access and control of the Appliance's Streaming Media Services.

The Encoding Appliance also has the ability to have the Performance Accelerator module installed to allow for up to 50 concurrent live and on demand streams as well as for local archive storage.

The County is responsible for receiving the hardware on its end and installing the hardware

components as agreed to in the network diagram. The Contractor Project Manager will be available to support County remotely in installing the servers and verifying their set-up and functionality at the County site.

Before the Contractor can begin the remote installation of the transparency solution, the County must confirm that the network's security and firewall requirements are in place as discussed in the Pre- Deployment Activity Phase. Contractor PM will confirm remote access to the server in preparation for the software installation. Contractor PM will complete a server-side update to the streaming component. The Contractor recommends allowing one day's time for the County IT Lead to run and test the installation of the software solution in the County's environment.

Deliverables: Hardware components and Email confirmation that testing is complete

5.3. Milestone 3: Implementation Completion

The Contractor performs unit and end to end testing as part of the normal development process. The Contractor will conduct unit testing and integration testing using the following script for this implementation. (Please note this testing may be limited to one County machine and/or Contractor Encoding Appliance residing at County.) The County is responsible for all County end-to-end testing.

The Contractor will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with the County. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. The County will test and sign off on defects as they are resolved. Any presence of defects or process of resolving defects will not impede milestone close out without the Contractor's express approval.

Deliverable: Written confirmation of the successful completion of testing

5.2. Milestone 5: Scope of Work Complete

Final acceptance will be based on successful testing and implementation of the system, defined as:

- Integration tested (with ability to provide evidence of testing upon County's request)
- End-to-end configuration and functionally tested

5.3.1 Documentation

The Contractor will provide documentation to support the software. Any software tools or utilities that are desirable to tune, test, maintain, or support the software shall be specified by the Contractor.

Documentation will include but is not limited to:

1. Technical administration
2. Software configuration

3. Technical architecture diagram
4. Data flow diagram
5. Application administrator guide
6. End-user day-to-day operation guide
7. Quick Reference Guides by job function

5.3.1 Close-Out Process

1. Close out invoicing
2. Finalize and deliver remaining documentation, recorded trainings, etc.
3. Contractor will provide a plan to County for post-implementation support and maintenance. After **Milestone 4: Training**, the County will be introduced to assigned County Success Manager (CSM) who will serve as the primary contact for any issues County encounters or questions remaining in the first 30 days of solution usage. CSM will educate County on how best to engage with and access the Contractor Customer Support Team. After the initial 30-day period with the dedicated CSM, the Customer Support Team will be responsible for assisting County with any issues.

7. Assumptions

This proposal is based upon the assumptions below. If for some reason these assumptions are false, it may result in a scope change and an impact on the proposed project.

7.1. Project Management Assumptions

1. Success of the project is dependent on both Contractor and County's commitment to collaborating on and performing the tasks and obligations described in this SOW. Contractor assumes that County will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Contractor expects that a decision will be elevated to the appropriate County management level to make a decision in a timely manner.
2. County will perform its obligations and render the assistance described in this SOW in a timely manner and in a manner as to adhere to the final schedule. In the event that Contractor is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Contractor, including without limitation, the inability of County to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Contractor will be entitled to an equitable adjustment in the timetable.
3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this SOW are subject to a mutually agreed upon schedule after execution of the Agreement.

7.2. Technical Assumptions

1. **Remote Management:** Contractor maintains and monitors the software performance of its solutions. All software patches and Contractor software updates are performed on a determined schedule. Remote support, management, patching, reporting and logging are performed using [ScreenConnect](#). Installation of third party software not specifically approved by Contractor may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.
2. **Video Streaming Technical Requirements:** Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, County may need to install or enable plug-ins to watch streaming video. Contractor recommends installing the plug-in if it is available for County's system. While Contractor recommends certain platforms and Web browsers, many other operating systems and Web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all Web browsers on all platforms.

Recommended Platforms and Browsers:

Platform	Browser
Microsoft Windows (version XP SP2 or newer)	Microsoft Internet Explorer, version 9 or newer

Mac OS X (version 10.5 or newer)	Apple Safari, version 5 or newer
iOS (version 4.2.1 or newer)	--
Android (version 2.2.1 or newer)	--

Please note: performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

- 3. Software Technical Requirements:** The Encoding Appliance and Performance Accelerator are managed through Contractor's hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in County's Contractor solution. In addition to publishing content, County can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

Computer	Windows-based PC
Recommended Browser	Internet Explorer 9 or newer
Internet Access	Access to County MediaManager site (<i>Countyname</i> .Contractor.com)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

4. Hardware Technical Requirements:

a. Encoder with Performance Accelerator:

- i. An Internet connection of 1.5 Mbps dedicated or higher (for standard definition) must be provided for the Encoding Appliance and the Performance Accelerator combined. See [chart](#) for additional quality options and required connection speeds.
- ii. See [SDI Encoder Technical Solutions Guide](#) and/or [Contractor Encoding Appliance \(Windows 7\) Technical Solutions Guide](#), and [Performance Accelerator Technical Solutions Guide](#) for more.

7.3. Scope and Cost Assumptions

- Both Contractor and County will follow a [Change Order](#) process for requesting any work that is not defined in this Scope of Work. The Change Order process is jointly managed by the Contractor and County Project Managers. All changes must be documented in a [Change Log](#), and approved by both parties prior to work being undertaken. Work requested by a Change Order shall not be commenced by the Contractor nor paid for by the County until the Change Order has been approved through an Amendment to this Agreement signed by both Parties.
- Requested County changes to the Scope of Work may increase project costs or introduce timeline delays.