

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: 12/18/2015

CURRENT REFERENCE NO: 35-11

CONTRACT TITLE: DTS - GRAMS  
MAINTENANCE

AMENDMENT NO: 5

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 attached Amendment 5

CONTRACT PRICING:

Refer to attached Quote

ATTACHMENTS:

1. Contract Pricing

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: LAWRENCE VITTORI


TELEPHONE NO.: 216-235-4613

EMAIL ADDRESS: LAWRENCE.VITTORI@LMCO.COM

COUNTY CONTACT: KEVIN DOLAN

TELEPHONE NO.: 703-228-0799

EMAIL ADDRESS: KDOLAN@ARLINGTONVA.US

  
MICHAEL BEVIS  
PURCHASING AGENT

12/18/15  
DATE

VENDOR: 1  
BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA  
AGREEMENT 35-11

AMENDMENT 5

This Amendment Number 5 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 35-11 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:

REPLACE TIME OF PERFORMANCE IN AMENDMENT NO. 4 WITH THE FOLLOWING:

Time of Performance

The Time of Performance for work under this Agreement will commence on February 1, 2016 and end on January 31, 2018, subject to any modifications in the Amendment Documents.

ADD THE ATTACHED QUOTE TO EXHIBIT B (PRICING).

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

SIGNED  
BY:

PRINT NAME: MICHAEL BEVIS  
AND TITLE: PURCHASING AGENT

DATE:

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

SIGNED  
BY:

PRINT NAME: LAWRENCE A. VITTORE  
AND TITLE: CONTRACTS MANAGER

DATE:



# Intranet Quorum

Proposal for

County of Arlington

Department of Technology

## Intranet Quorum - GRAMS Project

November 13, 2015

Quote Number: 111315-ARL-1

**Existing GRAMS Contract in Place (445-09 & 445-09M Amendment #5)**

**Single Year**

**Lockheed Martin Desktop Solutions, Inc.**

2700 Prosperity Avenue

Fairfax, Virginia 22031

Phone: 703-206-0030

Fax: 703-206-9889

**Proprietary Notice:** This proposal or quotation includes data that shall not be disclosed outside *The County of Arlington, Virginia* (Government) and shall not be duplicated, used, or disclosed in whole or in part for any other purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on all pages.

On July 20, 2015, Lockheed Martin Corporation ("LMC") announced that it would conduct a strategic review of alternatives for its government information technology (IT) business within its Information Systems & Global Solutions business segment and the technical services business within its Missiles and Fire Control business segment, which we expect to complete in 2015. LMC also disclosed that the strategic review is expected to result in a spin-off to shareholders, a Reverse Morris Trust transaction, or a sale of these businesses (each, a "Transaction"). Lockheed Martin Desktop Solutions, Inc. which is part of LMC's strategic review is the business unit that will perform any contract awarded to LMC pursuant to this proposal.

We have structured this proposal so that any Transaction resulting from the strategic review will not have a material impact on the performance of the contract resulting from this proposal. To the extent the proposal identifies LMC personnel to be provided through intercompany transfer agreements, those agreements will be converted to subcontract or supply agreements in the event of a Transaction impacting the business units proposed for this effort. As is customary in such transactions, it is anticipated that certain other LMC resources that are not included with the business in any such Transaction will be provided to the business by LMC for a transition period following the Transaction of a length and on other terms and conditions to be determined (including for differing transition periods depending on the resource) but intended to ensure that the business performing the contract maintains continuity of operations while developing the internal resources or securing the third-party support necessary to continue to fully meet its contractual obligations.

**Proposal for**  
**County of Arlington**  
**Department of Technology**  
**Intranet Quorum - GRAMS Project**  
**Quote Number: 111315-ARL-1**  
**November 13, 2015**

**Contract Period of Performance is February 1, 2016 to January 31, 2017**  
**Year Seven (Only): Services and Software Maintenance**

Part	Item Description	Note	Quantity	Unit	Price
<b>Labor</b>					
GOV-H-IPM	IQ Project Manager	1,2,3,5	0	\$180.65	\$0.00
GOV-H-ENG	Engineering Services for Web Form Support & Additional Configuration (Off-site)	1,2,3,5	0	\$180.65	\$0.00
GOV-H-BPM	Workflow Consulting/Development (Off-site)	1,2,3,5	0	\$180.65	\$0.00
GOV-H-ITC	ITC Business Process Management (Off-site)	1,2,3,5	0	\$143.70	\$0.00
GOV-D-OSS	Extended On-site Support - Using Daily Rate	1,2,5	0	\$1,579.13	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Support and Maintenance</b>					
GOV-H-HDS	Pay for Use Help Desk Support Hours	1,2,3	60	\$143.70	\$8,622.00
GOV-U-AUS	Annual Upgrade Subscription for IQ Core System (See Note 9)	4,6,9	1	\$16,200.00	\$16,200.00
GOV-U-AUSARC	Annual Upgrade Subscription for the IQ Archivist Module	4,6	1	\$2,268.00	\$2,268.00
GOV-U-AUSORC	Annual Upgrade Subscription for Outlook Add-in (See Note 9)	4,6,9	0	\$120.00	\$0.00
GOV-U-AUSBD	Annual Upgrade Subscription for IQ Boards and Commissions Module	4,6	1	\$5,000.00	\$5,000.00
GOV-U-ELRN	Access to the eLearning site for the Boards Module	4,7,8	0	\$1,250.00	\$0.00
<b>Sub-Total</b>					<b>\$32,090.00</b>
<b>Listed Contract Option Items</b>					
GOV-U-TRM	eLearning On-Demand Training	4,7,8	0	\$4,647.00	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Grand Total</b>					<b>\$32,090.00</b>

**Notes:**

1. Estimate Only. Actual time will be billed.
2. All travel and expenses estimate are based upon Federal Travel Regulations (FTR); actual amount will be billed. No travel is included.
3. This Time & Material service is offered using an hourly rate. Professional Services can be used for any GRAMS or IQ related project. Repurposing of hours is allowed, but first the request must be submitted in writing and agreed to by all parties based on feasibility and relational calculations.
4. This service is offered using a fixed rate. This Fixed amount will be billed upon receipt of purchase order for all 12 months.
5. There are no hours included or cost on this line item for this type of work. Additional funding can be added later via a new purchase order. These lines items are for reference purposes only.
6. Maintenance is calculated at 20 percent of total license fees paid.
7. Includes user log-on to the annual subscription service.
8. Due to a new price reduction policy, LMDSI is no longer charging for the e-Learning module. Please use the current user name and password to access the site.
9. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outlook Add-in. Going forward, there will no longer be an annual upgrade maintenance charge for the IQ Outlook Add-in module and every license now owned (or procured in the future) can have a companion license included with each "core" IQ license.
10. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outreach Module (formerly IQ Connect). Arlington County is free to use IQ Outreach module and leverage hours on retainer for help desk support and configuration, as needed.

**General:**

- a. All prices subject to the terms and conditions of the IQ Software License and IQ Support and Maintenance Agreements listed on the existing contracts. Addendum # 3 Signed by Mr. Ashley Barnes 12/13/12.
- b. Pricing valid for 90 days.
- c. Please reference quote number on any subsequent purchase order.

**Terms and Conditions, if applicable:**

- a. Any change in scope, including an increase in total users, may result in additional charges for additional Support and Maintenance.
- b. Penalties may be assessed if Training is conducted outside of the scheduled period of performance, for any delays or changes.
- c. Contract extension due to customer delays may result in additional fees.
- d. All inspection and acceptance of deliverables shall be within 10 business days of delivery. If any issues or defects arise, notification shall be sent in writing to LMDSI within the 10 business days, otherwise LMDSI shall assume the deliverable as accepted. LMDSI shall have a cure period of 10 business days to correct any specified defect.
- e. Travel and Expenses will be billed at actual cost unless otherwise specified on a duly executed order.
- f. Period of performance renewal begins no later than 30 days prior to the ending of the active period.
- g. For solicitations containing the phrase "but not limited to", the LMDSI price is fixed to the explicit scope statements in the solicitation.
- h. LMDSI will evaluate any additional tasks identified and/or defined by the customer and will provide updated pricing as appropriate or upon request.

**Proposal for**  
**County of Arlington**  
**Department of Technology**  
**Intranet Quorum - GRAMS Project**  
**Quote Number: 111315-ARL-2**  
**November 13, 2015**

**Contract Period of Performance Is February 1, 2017 to January 31, 2018**  
**Year Eight (Only): Services and Software Maintenance**

Part	Item Description	Note	Quantity	Unit	Price
<b>Labor</b>					
GOV-H-IPM	IQ Project Manager	1,2,3,5	0	\$181.55	\$0.00
GOV-H-ENG	Engineering Services for Web Form Support & Additional Configuration (Off-site)	1,2,3,5	0	\$181.55	\$0.00
GOV-H-BPM	Workflow Consulting/Development (Off-site)	1,2,3,5	0	\$181.55	\$0.00
GOV-H-ITC	ITC Business Process Management (Off-site)	1,2,3,5	0	\$144.42	\$0.00
GOV-D-OSS	Extended On-site Support - Using Daily Rate	1,2,4,5	0	\$1,579.13	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Support and Maintenance</b>					
GOV-H-HDS	Pay for Use Help Desk Support Hours	1,2,3	60	\$144.42	\$8,665.20
GOV-U-AUS	Annual Upgrade Subscription for IQ Core System (See Note 9)	4,6,9	1	\$16,200.00	\$16,200.00
GOV-U-AUSARC	Annual Upgrade Subscription for the IQ Archivist Module	4,6	1	\$2,268.00	\$2,268.00
GOV-U-AUSORC	Annual Upgrade Subscription for Outlook Add-in (See Note 9)	4,6,9	0	\$120.00	\$0.00
GOV-U-AUSBD	Annual Upgrade Subscription for IQ Boards and Commissions Module	4,6	1	\$5,000.00	\$5,000.00
GOV-U-ELRN	Access to the eLearning site for the Boards Module	4,7,8	0	\$1,250.00	\$0.00
<b>Sub-Total</b>					<b>\$32,133.20</b>
<b>Listed Contract Option Items</b>					
GOV-U-TRM	eLearning On-Demand Training	4,7,8	0	\$4,647.00	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Grand Total</b>					<b>\$32,133.20</b>

**Notes:**

1. Estimate Only. Actual time will be billed.
2. All travel and expenses estimate are based upon Federal Travel Regulations (FTR); actual amount will be billed. No travel is included.
3. This Time & Material service is offered using an hourly rate. Professional Services can be used for any GRAMS or IQ related project. Repurposing of hours is allowed, but first the request must be submitted in writing and agreed to by all parties based on feasibility and relational calculations.
4. This service is offered using a fixed rate.
5. There are no hours included or cost on this line item for this type of work. Additional funding can be added later via a new purchase order. These lines items are for reference purposes only.
6. Maintenance is calculated at 20 percent of total license fees paid. This Fixed amount will be billed upon receipt of purchase order for all 12 months.
7. Includes user log-on to the annual subscription service.
8. Due to a new price reduction policy, LMDSI is no longer charging for the e-Learning module. Please use the current user name and password to access the site.
9. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outlook Add-in. Going forward, there will no longer be an annual upgrade maintenance charge for the IQ Outlook Add-in module and every license now owned (or procured in the future) can have a companion license included with each "core" IQ license.
10. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outreach Module (formerly IQ Connect). Arlington County is free to use IQ Outreach module and leverage hours on retainer for help desk support and configuration, as needed.

**General:**

- a. All prices subject to the terms and conditions of the IQ Software License and IQ Support and Maintenance Agreements listed on the existing contracts. Addendum # 3 Signed by Mr. Ashley Barnes 12/13/12.
- b. Pricing valid for 90 days.
- c. Please reference quote number on any subsequent purchase order.

**Terms and Conditions, if applicable:**

- a. Any change in scope, including an increase in total users, may result in additional charges for additional Support and Maintenance.
- b. Penalties may be assessed if Training is conducted outside of the scheduled period of performance, for any delays or changes.
- c. Contract extension due to customer delays may result in additional fees.
- d. All inspection and acceptance of deliverables shall be within 10 business days of delivery. If any issues or defects arise, notification shall be sent in writing to LMDSI within the 10 business days, otherwise LMDSI shall assume the deliverable as accepted. LMDSI shall have a cure period of 10 business days to correct any specified defect.
- e. Travel and Expenses will be billed at actual cost unless otherwise specified on a duly executed order.
- f. Period of performance renewal begins no later than 30 days prior to the ending of the active period.
- g. For solicitations containing the phrase "but not limited to", the LMDSI price is fixed to the explicit scope statements in the solicitation.
- h. LMDSI will evaluate any additional tasks identified and/or defined by the customer and will provide updated pricing as appropriate or upon request.

**Proposal for  
County of Arlington  
Department of Technology  
Intranet Quorum - GRAMS Project  
Quote Number: 111315-ARL-3  
November 13, 2015**

**Contract Period of Performance is February 1, 2017 to January 31, 2018  
Year Nine (Only): Services and Software Maintenance**

Part	Item Description	Note	Quantity	Unit	Price
<b>Labor</b>					
GOV-H-IPM	IQ Project Manager	1,2,3,5	0	\$183.37	\$0.00
GOV-H-ENG	Engineering Services for Web Form Support & Additional Configuration (Off-site)	1,2,3,5	0	\$183.37	\$0.00
GOV-H-BPM	Workflow Consulting/Development (Off-site)	1,2,3,5	0	\$183.37	\$0.00
GOV-H-ITC	ITC Business Process Management (Off-site)	1,2,3,5	0	\$145.86	\$0.00
GOV-D-OSS	Extended On-site Support - Using Daily Rate	1,2,4,5	0	\$1,579.13	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Support and Maintenance</b>					
GOV-H-HDS	Pay for Use Help Desk Support Hours	1,2,3	60	\$145.86	\$8,751.60
GOV-U-AUS	Annual Upgrade Subscription for IQ Core System (See Note 9)	4,6,9	1	\$16,200.00	\$16,200.00
GOV-U-AUSARC	Annual Upgrade Subscription for the IQ Archivist Module	4,6	1	\$2,268.00	\$2,268.00
GOV-U-AUSORC	Annual Upgrade Subscription for Outlook Add-in (See Note 9)	4,6,9	0	\$120.00	\$0.00
GOV-U-AUSBD	Annual Upgrade Subscription for IQ Boards and Commissions Module	4,6	1	\$5,000.00	\$5,000.00
GOV-U-ELRN	Access to the eLearning site for the Boards Module	4,7,8	0	\$1,250.00	\$0.00
<b>Sub-Total</b>					<b>\$32,219.60</b>
<b>Listed Contract Option Items</b>					
GOV-U-TRM	eLearning On-Demand Training	4,7,8	0	\$4,647.00	\$0.00
<b>Sub-Total</b>					<b>\$0.00</b>
<b>Grand Total</b>					<b>\$32,219.60</b>

**Notes:**

1. Estimate Only. Actual time will be billed.
2. All travel and expenses estimate are based upon Federal Travel Regulations (FTR), actual amount will be billed. No travel is included.
3. This Time & Material service is offered using an hourly rate. Professional Services can be used for any GRAMS or IQ related project. Repurposing of hours is allowed, but first the request must be submitted in writing and agreed to by all parties based on feasibility and relational calculations.
4. This service is offered using a fixed rate.
5. There are no hours included or cost on this line item for this type of work. Additional funding can be added later via a new purchase order. These lines items are for reference purposes only.
6. Maintenance is calculated at 20 percent of total license fees paid. This Fixed amount will be billed upon receipt of purchase order for all 12 months.
7. Includes user log-on to the annual subscription service.
8. Due to a new price reduction policy, LMDSI is no longer charging for the e-Learning module. Please use the current user name and password to access the site.
9. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outlook Add-in. Going forward, there will no longer be an annual upgrade maintenance charge for the IQ Outlook Add-in module and every license now owned (or procured in the future) can have a companion license included with each "core" IQ license.
10. Due to a new price reduction policy, LMDSI is no longer charging annual maintenance on the Intranet Quorum (IQ) Outreach Module (formerly IQ Connect), Arlington County is free to use IQ Outreach module and leverage hours on retainer for help desk support and configuration, as needed.

**General:**

- a. All prices subject to the terms and conditions of the IQ Software License and IQ Support and Maintenance Agreements listed on the existing contracts. Addendum # 3 Signed by Mr. Ashley Barnes 12/13/12.
- b. Pricing valid for 90 days.
- c. Please reference quote number on any subsequent purchase order.

**Terms and Conditions, If applicable:**

- a. Any change in scope, including an increase in total users, may result in additional charges for additional Support and Maintenance.
- b. Penalties may be assessed if Training is conducted outside of the scheduled period of performance, for any delays or changes.
- c. Contract extension due to customer delays may result in additional fees.
- d. All inspection and acceptance of deliverables shall be within 10 business days of delivery. If any issues or defects arise, notification shall be sent in writing to LMDSI within the 10 business days, otherwise LMDSI shall assume the deliverable as accepted. LMDSI shall have a cure period of 10 business days to correct any specified defect.
- e. Travel and Expenses will be billed at actual cost unless otherwise specified on a duly executed order.
- f. Period of performance renewal begins no later than 30 days prior to the ending of the active period.
- g. For solicitations containing the phrase "but not limited to", the LMDSI price is fixed to the explicit scope statements in the solicitation.
- h. LMDSI will evaluate any additional tasks identified and/or defined by the customer and will provide updated pricing as appropriate or upon request.