



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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> CENTRALSQUARE TECHNOLOGIES, LLC 1000 BUSINESS CENTER DRIVE LAKE MARY, FLORIDA 32746	<b>DATE ISSUED:</b> DECEMBER 13, 2022
	<b>CONTRACT NO:</b> 22-OEM-SLA-728
	<b>CONTRACT TITLE:</b> CAD SOFTWARE MAINTENANCE AND SUPPORT SERVICES

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**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. 22-OEM-SLA-728 including any attachments or amendments thereto.

**EFFECTIVE DATE:** OCTOBER 24, 2022

**EXPIRES:** OCTOBER 23, 2023

**RENEWALS:** THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE THREE-YEAR CONTRACT.

**COMMODITY CODE(S):** 92045

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 22-OEM-SLA-728

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Shannon Duncan

**VENDOR TEL. NO.:** (800) 727-8088

**EMAIL ADDRESS:** [shannon.duncan@centralsquare.com](mailto:shannon.duncan@centralsquare.com)

**COUNTY CONTACT:** Niki Levy (Public Safety)

**COUNTY TEL. NO.:** (703) 228-4365

**COUNTY CONTACT EMAIL:** [nslevy@ARLINGTONVA.US](mailto:nslevy@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

Sy Gezachew Title Procurement Officer Date December 13, 2022

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

**AGREEMENT NO. 22-OEM-SLA-728**

THIS AGREEMENT is made, on 12/13/2022, between CentralSquare Technologies, LLC, 1000 Business Center Dr., Lake Mary, FL 32746 ("Contractor"), a Florida corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Software Error Correction Guidelines and Procedures
- Exhibit B – Contract Pricing
- Exhibit C – Summary of Services for Arlington County ECC Tiburon CAD Server Rehost (Revision 3)
- Exhibit D – Central Square quote Q-67543
- Exhibit E – Confidentiality and Propriety Rights

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

The Contract Documents set forth the entire agreement between the County and the Contractor and supersede all prior or contemporaneous negotiations, discussions, agreements, whether written or oral, between the parties regarding the subject matter. 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 "Summary of Services" (Exhibit C), the primary purpose of the Work is to provide Software Maintenance and Support Services of previously purchased licenses and to rehost the current software environment to new hardware. It will be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on October 24, 2022 and must be completed no later than October 23, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents.

Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices (excluding the annual uplift to which that support and maintenance costs are subject) for not more than two additional 12-month periods, from October 24, 2023 to October 23, 2025 (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 Exhibit 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 Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until October 23, 2023 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Annual maintenance costs are subject to a 5% increase annually.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

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

**8. \* PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

**9. NO WAIVER OF RIGHTS**

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

**10. \* NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**12. \* COUNTY PURCHASE ORDER REQUIREMENT**

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

**13. SOFTWARE LICENSE TERMS**

Contractor hereby grants to the County a worldwide, non-exclusive, sublicensable, fully paid-up, royalty-free license in and to those intellectual property rights necessary to permit the County: (i) to copy, distribute, modify, and otherwise use and exploit the reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement upon the payment therefor by County. By way of clarification and not limitation, the County shall not own any of Contractor's intellectual property.

**14. BACKGROUND CHECK**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and

a credit check. If additional costs are incurred or Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of Contractor Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location.

**15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project after giving the Contractor 30 days to remedy any issues with a staff member or subcontractor before replacement. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**16. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**17. \* 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.

**18. \* 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.

**19. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**20. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract and who will be onsite, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. This policy should not apply to any remote only resources or staff.

**21. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**22. 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. The Contractor shall not be required to indemnify the County Indemnitees to the extent that any claim or action is caused by the negligence or wrongful act of the County Indemnitees. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable

attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**23. LIMITATION OF LIABILITY**

The CONTRACTOR'S LIABILITY TO THE COUNTY FOR ANY CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL MAINTENANCE FEES PAID FOR THE TWELVE MONTH PERIOD IN WHICH THE CAUSE OF ACTION OCCURRED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LAWS IN SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATION OR EXCLUSION SHALL BE CONSTRUED SO AS TO GIVE IT THE MAXIMUM PRACTICAL EFFECT WITHOUT VIOLATING SUCH LAWS. NONE OF THE LIMITATIONS IN THIS SECTION SHALL APPLY WITH REGARD TO CLAIMS OF PERSONAL INJURY, DEATH OR INTELLECTUAL PROPERTY INFRINGEMENT.

**24. 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.

**25. COUNTY DATA**

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

The provisions of this section will survive any termination or cancellation of this Contract.

**26. 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 standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (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. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (d) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (e) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (f) **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).

**27. \* 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.

**28. \* 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.

**29. 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, pandemic, 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.

**30. \* 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.

**31. \* 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.

**32. 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.

**33. 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, reports 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)

**34. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents, in an electronic format, to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**35. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**36. AMENDMENTS**

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

**37. \* 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.

**38. \* 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.

**39. \* 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.

**40. ARBITRATION**

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

**41. 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.

**42. 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.

**43. 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.

**44. \* ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**45. SURVIVAL OF TERMS**

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

**46. 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.

**47. 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.

**48. 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:**

CentralSquare Technologies, LLC  
Attn: Legal/Contracts  
Christopher Copeland  
1000 Business Center Drive  
Lake Mary, FL 32746

**TO THE COUNTY:**

Niki Levy, Project Officer  
Arlington County Police Department  
1425 N Courthouse Road, 7<sup>th</sup> Floor  
Arlington, Virginia 22201  
Phone: (703) 228-4365

Email: [NSlevy@arlingtonva.us](mailto:NSlevy@arlingtonva.us)

AND

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

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

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

**49. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**50. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**51. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 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 (owned, non-owned and hired).
- d. Cyber Insurance - \$2,000,000 per occurrence, with \$2,000,000 annual aggregate
- e. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.

- f. 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 must be typed on the certificate.
- g. 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.
- h. 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.
- i. 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.

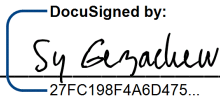
## **52. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

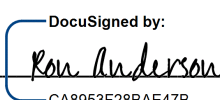
CENTRAL SQUARE TECHNOLOGIES, LLC

AUTHORIZED  
SIGNATURE:  27FC198F4A6D475...

NAME: Sy Gezachew

TITLE: PROCUREMENT OFFICER

DATE: 12/13/2022

AUTHORIZED  
SIGNATURE:  CA8953F28BAE47B...

NAME: Ron Anderson

TITLE: Interim CRO

DATE: 12/13/2022

## EXHIBIT A

### SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

This Software Technical Support describes the terms and conditions relating to technical support that Contractor will provide to Client during the Term of the Agreement.

#### 1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time Contractor may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from Contractor on the general release date for an Update, Contractor will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by Contractor to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever Contractor determines, in its sole discretion, that such updates are necessary.

#### 2. **Telephone Support & Support Portal**

- 2.1. **Hours.** Contractor shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. Contractor shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to Contractor reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Contractor in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Contractor at Client location(s) if and when Contractor and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of Contractor, then Client shall pay for Contractor's investigation and related services at Contractor's standard professional services rates. Client must provide Contractor with such facilities, equipment and support as are reasonably necessary for Contractor to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal Contractor Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

#### 3. **Website Support**

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to Contractor's most current information. Client will need to enter its



designated username and password to gain access to the technical support areas on Contractor's website. Contractor's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

#### **4. Exclusions from Technical Support Services**

Contractor shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that Contractor reasonably believes was caused or exacerbated by a Nonqualified Product, Contractor shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to Contractor rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

#### **5. Client Responsibilities**

In connection with Contractor's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to Contractor are not due to hardware malfunction;
- 5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by Contractor for proper operation of the Software;
- 5.4 Supply Contractor with access to and use of all information and facilities reasonably determined to be necessary by Contractor to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by Contractor for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of Contractor posted on the Contractor website following notice from Contractor to Client;
- 5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

#### **6. Security:**

6.1 The Contractor will maintain a Security program for security managing access to County data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. Contractor will work with the County to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

7. **Priorities and Support Response Matrix:** The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Software Technical Support. The Contractor will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

***Response Times***

Priority	Priority Definition	Response Times
<p><b>Priority 1 – Urgent</b></p>	<p>24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.</li> <li>• The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software</li> </ul> <p>This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of County’s workstations</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after County telephone contact to 800.987.0911. See section 2.2 for Critical and Urgent Priority Incident descriptions.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p>

<p><b>Priority 2 – Critical</b></p>	<p>Normal Customer Service Hours Support: A high-impact problems that disrupt the customer’s operation but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Sixty (60) minute callback after County telephone contact to 800.987.0911. See section 2.2 for Critical and Urgent Priority Incident descriptions.</p>
<p><b>Priority 3 – Non-Critical</b></p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p>
<p><b>Priority 4 – Minor</b></p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including County technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p>

- 8. Exceptions.** Contractor shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:
- 8.1. defectiveness of the County’s environment, County’s systems, or due to County corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
  - 8.2. denial of reasonable access to County’s system or premises preventing Contractor from addressing the issue.
  - 8.3. material changes made to the usage of the Software by County where Contractor has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by County or its subcontractors, of communications links necessary to the proper performance of the Software.
  - 8.4. a force majeure event, or the negligence, intentional acts, or omissions of County or its agents.
- 9. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Contractor provides a continuous resolution effort until the issue is resolved. Contractor will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

***Resolution Times***

Priority	Resolution Process	Resolution Time
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<p><b>Priority 1 – Urgent</b></p>	<p>Contractor will provide a procedural or configuration workaround or a code correction that allows the County to resume live operations on the production system.</p>	<p>Contractor will work continuously (including after hours) to provide the County with a solution that allows the County to resume live operations on the production system.</p> <p>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.</p>
<p><b>Priority 2 – Critical</b></p>	<p>Contractor will provide a procedural or configuration workaround or a code correction that allows the County to resume normal operations on the production system.</p>	<p>Contractor will work to provide the County with a solution that allows the County to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable Contractor product software.</p> <p>Contractor will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
<p><b>Priority 3 – Non-Critical</b></p>	<p>Contractor will provide a procedural or configuration workaround that allows the County to resolve the problem.</p>	<p>Contractor will work to provide the County with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.</p>
<p><b>Priority 4 – Minor</b></p>	<p>If Contractor determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>Contractor will work to provide the County with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

- 10. Non-Production Environments.** Contractor will make commercially reasonable efforts to provide non-production environment(s) during County business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.
- 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.
- 11. Training.** Outside the scope of training services purchased, if any, County is responsible for the training and organization of its staff in the operation of the Software.
- 12. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Contractor or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. Contractor retains all Intellectual Property Rights in development work performed and County may request consulting and development work from Contractor as a separate billable service.

**EXHIBIT B – Contract Pricing****1. TIBURON CAD System maintenance**

<b>Product Name</b>	<b>Custom Name</b>	<b>Quantity</b>	<b>10/24/2022 - 10/23/2023</b>
911 Mapping Annual Maintenance Fee	911 Mapping (Routing Units in MDS)	1	\$28,363.33
AVL Interface (Auto Vehicle Locator) Annual Maintenance Fee	AVL Interface (Auto Vehicle Locator)	1	\$5,488.54
CAD (Computer Aid Dispatch) Annual Maintenance Fee	CAD (Computer Aid Dispatch)	1	\$132,249.89
CAD Escrow Annual Fee Annual Maintenance Fee	CAD Escrow Annual Fee	1	\$1,960.78
CAD MSS (CAD Message Switch) Annual Maintenance Fee	CAD MSS (CAD Message Switch)	1	\$30,259.63
CAD2CAD Data IF for Fairfax Annual Maintenance Fee	CAD2CAD Data IF for Fairfax	1	\$51,859.04
CMS/2000 (Corrections RMS) Annual Maintenance Fee	CMS/2000 (Corrections RMS)	1	\$0.00
CPS (Civil Process System-CMS module) Annual Maintenance Fee	CPS (Civil Process System - CMS module)	1	\$0.00
Criminal Justice Annual Maintenance Fee	Criminal Justice	1	\$0.00
FAS (Field Reporting-PRMS Module) Annual Maintenance Fee	FAS (Field Reporting - PRMS Module)	1	\$0.00
MDS (Mobile Data System) Annual Maintenance Fee	MDS (Mobile Data System)	1	\$41,434.27
PRMS-24x7 Coverage (NO \$ % increases) Annual Maintenance Fee	PRMS - 24x7 Coverage	1	\$0.00
PRMS/2000 (Police RMS) Annual Maintenance Fee	PRMS/2000 (Police RMS)	1	\$0.00
Tiger/TP MSS (Message Switch) Annual Maintenance Fee	Tiger/TP MSS (Message Switch)	1	\$10,126.41
Westnet Interface Annual Maintenance Fee	Westnet Interface	1	\$4,838.04
TC CAD ASAP Interface Annual Subscription Annual Subscription Fee		1	\$3,596.89
<b>ANNUAL COST</b>			<b>\$310,176.82</b>

The recurring annual maintenance fees will escalate in accordance with “Contract Price Adjustment” provision of the Agreement.

**2. CAD Server Rehost Project**

The County will pay the Contractor a one-time fee of \$ 73,905.00 in accordance with the milestone payment schedule in Quote Q-67543 for performing services related to CAD service rehost.



## Summary of Services

**Project:** Arlington County ECC, VA, Tiburon CAD Server Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

### Project Start Date

Parties agree the project will be scheduled within sixty (60) days from the execution of the above quote number.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products.

**Note** for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

**Note:** In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e. Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line, SQL Cluster nodes:

Server Name	Function	Environment	Notes	New Location
<b><u>Production Center</u></b>				
ARLVACADAPP	CAD Site 1 Application Server	Production	Rehost	Production
ARLVAAPPTEST	CAD - TEST	Test	Rehost	Production
ARLVAMSS	MSS\Interfaces	Production	Rehost. Involved TC CAD Interface Team.	Production
Production Log Workstation	CAD Logs	Production	CentralSquare to advise on migration to virtual server	Production
Production Remote Workstations	Remote Server	Production	CentralSquare to advise on migration to Virtual Servers	Production
<b><u>Data Center</u></b>				



ARLVADB	CAD SQL Server	Production\Test	Rehost	Data Center
ARLVADWH	Data WareHouse SQL, Distribution	Production	Rehost	Data Center
ARLVAWEB	WebQuery, File Maintenance\LVS Live	Production	Rehost (involves TC RMS Engineering Team)	Data Center
ARLVACARS	CAD to CAD Test Interface	Test	Rehost Decommission CARS if installed (Deprecated)	Data Center
CAD2CAD	CAD to CAD Live Interface	Production	Rehost	Data Center
ECC7-MJ06L56	Map Setup	Production\Test	Rehost	Data Center
Hiplink	CAD Communications Server	Production	CentralSquare to assist Client with migration of Third Party Software	Data Center
New Server	File Maintenance	Test	Scale out File Maintenance Test from current server	Data Center
<b>DR Site</b>				
ARLVABKUPCAD	CAD Application - DR	DR	Rehost, Convert to Site 2 Server, Add Site to Site	DR
New Server	MSS - DR	DR	Scale out MSS and Interfaces to match Production	DR
DR Remote Servers	Remote Server	DR	CentralSquare to advise on Installation or DR Remote Servers to mimic Production setup	DR
ARLVABKUPDB	CAD Database - DR	DR	Decommission	n/a

CentralSquare DBA will migrate databases, logins, jobs and additional database instance configuration.

CentralSquare RMS\Web Engineering will rehost WebQuery portion(s) of the project and be on Standby for the Go Live Event. Engineering will install the latest 7.10 CAD-only version of WebQuery to the new server with all known patches included. All current site configurations will be copied from the current WebQuery servers to the new servers.





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CentralSquare Interface Engineering will migrate all interfaces and be on standby for the Go Live event

CentralSquare Technical Services will validate all servers and migrate all other servers and services and lead the Go Live event.

HIPLINK: CentralSquare Technical Services and Interface Engineering will work with the Client and vendor to assist with the install of the HIPLINK software on the latest Operating system supported. Client to open a support ticket with HIPLINK

CAD to CAD Servers – CentralSquare to migrate any CentralSquare components to new Operating Systems

CentralSquare Technical Service Engineers and Engineering will be assigned to complete this project. Technical Services hours will not exceed 240 hours and Development Services will not exceed 76 hours.

Design and Layout:

The Rehost Operation will involve the rehost of Quorum Servers at Production to a new virtualized environment, The rehost of non-Quorum Servers to the County's secure data center which will involve new IP addresses for these servers, and the rehost of Disaster Recovery Quorum servers.

The DR Database Server with Log Shipping will be decommissioned in favor of the Database residing at the Data Center

The DR CAD Server will have Site to Site set up with the Production Site

The DR Site will have the MSS Server scaled out to Match production

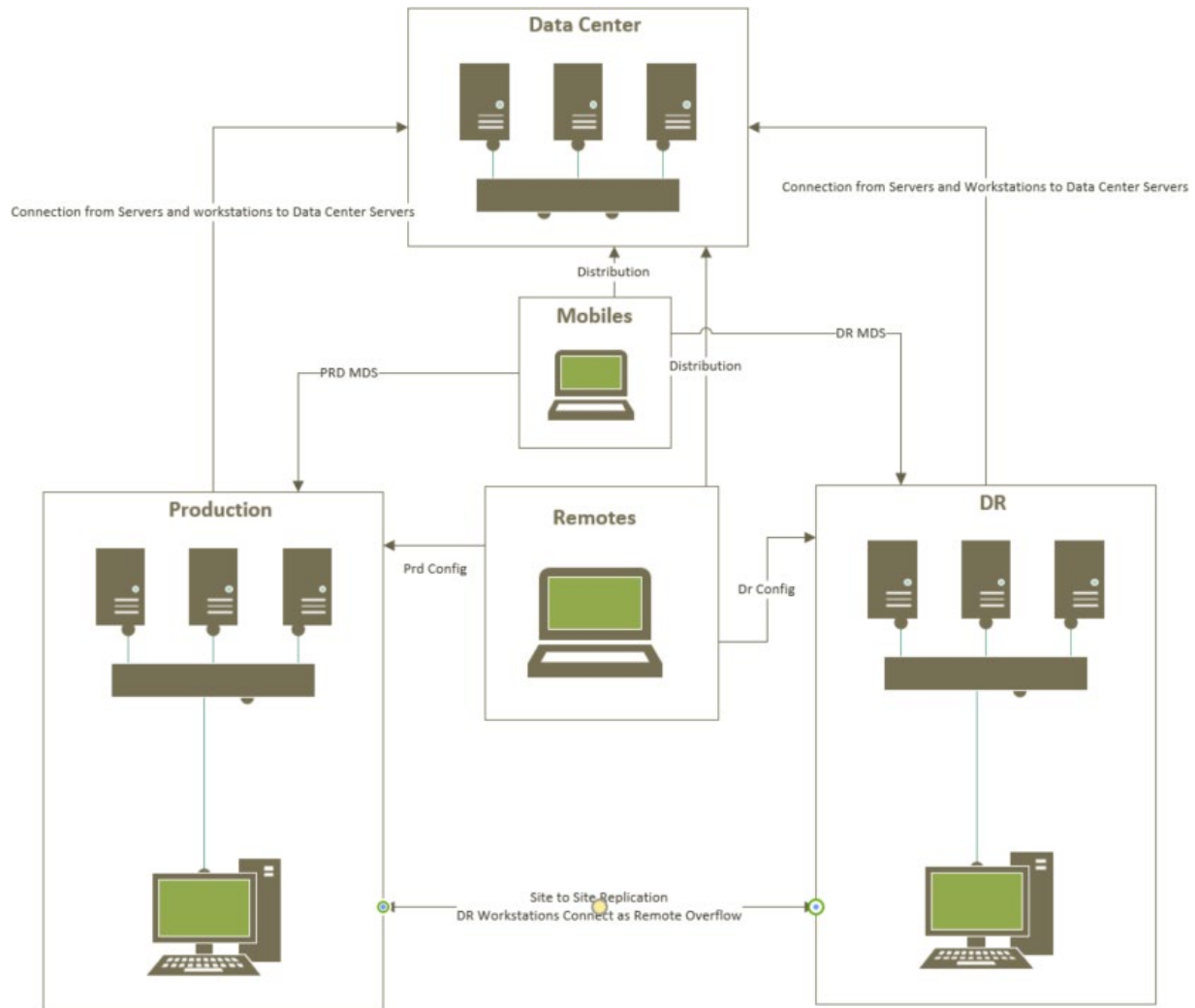
The Production Remote Servers (currently workstations) and Log workstation will be migrated to new Virtualized workstations or servers. The Client can carry out this operation with guidance from CentralSquare

The DR site will be provisioned with new Remote Servers for Remote Clients to connect to in a failed over mode.

A Disaster Recovery Test will be carried out on the new system

CentralSquare to advise on a multiple shortcut approach as follows:

- Production Workstations – One for Production (local quorum)
- DR Workstations – One for Production Remote (overflow), or for DR (local quorum), one for Test (Via a Test Remote Server)
- Remote Workstations – One for Production (Remote), one for DR (Remote)
- Client to perform workstation installs with guidance from CentralSquare



### Assumptions and Client Responsibilities

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Customer installs SQL server per CentralSquare guidelines or provides SQL Media and license key for CentralSquare installation.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.



- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the Minimum Specifications guidelines, VMWare Guidelines and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client will adhere to CAD Network guidelines document regarding Firewalling, Backups and Antivirus on new servers.
- Client will ensure NICs conform to CAD Network Guidelines and appropriate ports are open for CAD join operation and communication with database, and client connection to distribution points.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.
- Any Software client and/or reports installation/reconfiguration, if needed, to be carried out by client
- Third party interface network access to new SQL databases the responsibility of the client
- Client is responsible for setting up Printer drivers for printers on the servers where they are required.
- Client provides File Maintenance administrator access for any CAD installation.
- Client will ensure CAD Operators and Passwords desired in use for servers are documented and available for the installation team.
- Client is responsible for bringing the old servers online for the rest of the Go Live week on a different IP addresses/machine names for reference purposes (and any potential roll back). After this period, they can be decommissioned.
- Client will assist with any network copy operations for database migrates.
- Client is responsible for the migration of any customized SSRS reports and associated custom data sources from the old server to the new server. Client is responsible for re-implementing customized security ACLs on SSRS Report directories.
- Reported defects must first be verified not to be an issue in their current production environment before they will be corrected as part of the re hosting effort. Any defects found that also exist in the current production environment will be resolved based on terms and conditions in the existing maintenance agreement.

### Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion. Project management hours will not exceed 63 hours.

### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

**Quote prepared on:**

December 02, 2022

**Quote prepared by:**

Shannon Duncan

shannon.duncan@centralsquare.com

**Quote #:** Q-67543**Primary Quoted Solution:** Tiburon**Quote expires on:** December 30, 2022**Quote prepared for:**

Ahrar (Sid) Siddiqui

Arlington County Emergency Communications Center (ECC)

1425 N Courthouse Rd, 7th Floor

Arlington, VA 22201

(703) 228-7501

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Development Services - Fixed Fee	14,820.00
2. Public Safety Project Management Services - Fixed Fee	12,285.00
3. Public Safety Technical Services - Fixed Fee	46,800.00
<b>Services Total</b>	<b>73,905.00 USD</b>

## QUOTE SUMMARY

**Services Subtotal** 73,905.00 USD

**Quote Subtotal** 73,905.00 USD



Quote prepared on:

December 02, 2022

Quote prepared by:

Shannon Duncan

shannon.duncan@centralsquare.com

<b>Quote Total</b>	<b>73,905.00 USD</b>
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## WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

Fees will be payable within 45 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

Services to be due in three (3) equal Milestones:

- **Milestone 1:** due upon execution of the Agreement
- **Milestone 2:** due once staging is completed
  - Staging identified as all servers stood up, prepped and software installed, initial and config copy generated
- **Milestone 3:** due upon Go-Live

**MORE INFORMATION AT CENTRALSQUARE.COM**



**Quote prepared on:**

December 02, 2022

**Quote prepared by:**

Shannon Duncan

shannon.duncan@centralsquare.com

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## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**EXHIBIT E- CONFIDENTIALITY AND PROPRIETARY RIGHTS**

1. Contractor agrees to maintain County's confidential business information and confidential data, including patient identifying data, to which Contractor gains access in confidence and to not disclose such information except as required to perform its obligations under this Agreement or as required by law. County will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of. Notwithstanding the above, the applicable vendor or original licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. County shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information that (a) is generally available to the public or becomes generally known to the public through no act or omission of Contractor or any violation of confidentiality; (b) is disclosed to Contractor by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Contractor prior to receipt of the confidential information or (d) is developed independently by Contractor without use of the confidential information.
2. Contractor maintains a security program for "Security Approved Personnel" managing access to County data – particularly HIPAA and CJIS information. This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Contractor will work with the County to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
  - 2.1 If required by the County, Contractor will provide paper fingerprint cards for such Security Approved Personnel with the fingerprinting performed in the state of the Contractor staff's job assignment. If the County requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the County's site, the County will reimburse Contractor for the cost of Contractor Security Approved Personnel traveling to the County's site or for a vendor (such as Live Scan) to travel to the applicable Contractor office location. This provision will apply during the installation of the project and for the duration of the Contract
  - 2.2 The Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, object code, the OSDs, IRDs and FTs, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Vendor Proprietary Information" or "VPI") constitute the valuable properties and trade secrets of the Vendor thereof, embodying

substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

The material presented in Contractor's training courses is VPI and not intended for public disclosure or disclosure to third parties. County may videotape training sessions provided on-site at the County's facilities by Contractor staff for the County's own internal use only, provided that Contractor training staff have consented in writing to such videotaping. County is responsible for managing secure access to and copying or distribution of any Contractor-provided training materials or County-made videotapes of Contractor training sessions.

- 2.3 County agrees during the term of the license granted under this Agreement, and thereafter, to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for County's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.
- 2.4 County shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. County may not access or allow access to Source Code by any person and for any reason.
- 2.5 County shall inform Contractor promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI.
- 2.6 If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, County shall as possible and allowed by law (i) provide to Contractor (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to Contractor (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.