

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

NOTICE OF RENEWAL OF CONTRACT

TO: LOCKHEED MARTIN DESKTOP SOLUTIONS, INC. 2700 PROSPERITY AVENUE FAIRFAX, VIRGINIA 22031	DATE ISSUED:  CONTRACT NO:  CONTRACT TITLE:	<u>11/20/2014</u>  <u>35-11</u>  <u>DTS-GRAMS MAINTENANCE</u>
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THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE  
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective FEBRUARY 1, 2015 and expires on JANUARY 31, 2016.

CONTRACT PRICING:


1) REFER TO AMENDMENT NO. 4 (EXHIBIT B) OF AGREEMENT 445-09 (REFERENCE NO. 35-11)

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>EILEEN VAN</u>	TELEPHONE NO.: <u>703-663-5818</u>
VENDOR PAYMENT TERMS: <u>NET 30 DAYS</u>	EMAIL ADDRESS: <u>EILEEN.VAN@LMCO.COM</u>
COUNTY CONTACT: <u>Suzanne Straus</u>	TELEPHONE NO.: <u>703-228-3207</u>
	EMAIL ADDRESS: <u>SSTRAUS@ARLINGTONVA.US</u>

CONTRACT AUTHORIZATION

  
Richard D. Warren, Jr., CPPB  
County Purchasing Agent

11/20/14  
Date

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, VIRGINIA 22031

DATE ISSUED: 11/20/2014

CURRENT REFERENCE NO: 35-11

CONTRACT TITLE: DTS-GRAMS MAINTENANCE

AMENDMENT NO: 4

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:

CONTRACT PRICING AS SHOWN ON REVISED EXHIBIT B OF AGREEMENT NO. 445-09. MAINTENANCE COSTS ONLY ARE TO REMAIN FIRM FOR THE NEXT THREE ONE YEAR RENEWAL PERIODS CONTINGENT UPON THE DECISION OF THE COUNTY AND THE CONTRACTOR TO EXTEND THIS CONTRACT AT THE END OF THE CONTRACT TERM.

ALL OTHER TERMS AND CONDITIONS OF THE MAIN AGREEMENT, AS AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.


VENDOR CONTACT: EILEEN VAN                      VENDOR PHONE: 703-663-5818  
VENDOR EMAIL: EILEEN.VAN@LMCO.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY EMAIL: SSTRAUS@ARLINGTONVA.US

COUNTY CONTACT: Suzanne Straus                      COUNTY PHONE: 703-228-3207

CONTRACT AUTHORIZATION

  
Richard D. Warren, Jr., CPPB  
County Purchasing Agent

11/20/14  
DATE

Exhibit B



# Intranet Quorum

Proposal for

County of Arlington

Department of Technology

## Intranet Quorum - GRAMS Project

October 20, 2014

Quote Number: 102014-ARL-1

*Existing GRAMS Contract in Place (445-09 & 445-09M Amendment #4)*

**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.

# Exhibit B

**Proposal for  
County of Arlington  
Department of Technology  
Intranet Quorum - GRAMS Project  
Quote Number: 102014-ARL-1  
October 20, 2014**

**Contract Period of Performance is February 1, 2015 to January 31, 2016  
Year Six: 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	1,2,4,5	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	\$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.
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.
7. Includes user log-on to the annual subscription service.
8. eLearning is calculated at 5 percent of the total license fees paid and includes user log-on to the annual subscription service. Customer has asked that access to this educational tool be blocked. If County requires application training for students, then the Pay for Use Help Desk hours will be used. IQ Boards e-Learning will remain available until January 31, 2015.
9. Going forward there will no longer be an annual upgrade maintenance charge for the IQ Outlook Add-in module. Every IQ license now owned (or procured in the future) can have a companion license included with each "core" IQ license. The Customer is also now able to take advantage of the IQ Connect module due to there no longer being an upfront cost associated with this tool. The Customer is now free to use both of these with their IQ deployment. All help desk funds on retainer can be used to configure these tools, or to train staff on how to utilize them affectively.

**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.

Lockheed Martin Desktop Solutions, Inc.  
 2700 Prosperity Avenue  
 Fairfax, VA 22031  
 Telephone 703-206-0030  
 Facsimile 703-206-9889



**Exhibit B**  
**Labor Rate Update for Contract #445-09 & 445-09M**  
**Purchasing Authority 35-11**

October 15, 2014

The labor rates provided below are for Time and Materials (T&M) "Pay-for-Use" Help Desk support. These rates are based on Lockheed Martin Desktop Solutions, Inc.'s (DSI) GSA Schedule 70 Supply Schedule Contract #GS-35F-0636K. Each year on October 1, our established GSA hourly labor rates increase by 4% as approved by the Federal government. As a condition of our GSA contract, these labor rates cannot be altered. The GSA Schedule pricing matrix is used as a baseline for calculating labor rates for Non-Federal customers such as Arlington County. Please note that a variance exists between Non-GSA labor rates that Arlington County is operating under and GSA labor rates.

In addition to the "Pay-for-Use" General Help Desk labor, Lockheed Martin DSI offers higher skilled labor such as Project Management and custom Engineering and Escalation support at higher T&M hourly rates. While our current contract with Arlington County, Contract #445-09M, does not include these services, Arlington County can procure the services at the higher stated rate, if needed. Should Arlington County determine that these labor services are required, please refer to the table below for our labor rates. LMDSI's current GSA Schedule 70 contract expires on September 11, 2015. Forward pricing quoted is for budgetary purposes only. LMDSI will renew our GSA Schedule 70 contract during the GSA assigned renewal period prior to current contract expiration.

Description	Rates	10/1/14 – 9/30/15	10/1/15 – 9/30/16	10/1/160- 09/30/17	10/1/17 – 9/30/18
"Pay-for-Use" General Help Desk Support Hours	Over 60 Hours	\$143.70/hour	\$149.45/hour	\$155.43/hour	\$161.65/hour
"Pay-for-Use" General Help Desk Support Hours	A-la-Carte	\$180.65/hour	\$187.88/hour	\$195.40/hour	\$203.22/hour

On GSA Federal Supply Schedule as  
 Lockheed Martin Desktop Solutions, Inc.  
 (A wholly owned subsidiary of Lockheed Martin)  
 GSA Schedule 70 #: GS-35F-0636K

Intranet Quorum Technical Support:  
 Phone: 703-206-0188, Option 2;  
 Email Address: [IQSupport@LMDSI.Com](mailto:IQSupport@LMDSI.Com)  
 IQ Website: <http://www.IntranetQuorum.com/>

ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 445-09M  
AMENDMENT NUMBER 3

REFERENCE NUMBER 35-11

This Amendment Number 3 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 445-09M dated January 12, 2010 ("Main Agreement"), as amended, and made between Lockheed Martin Desktop Solutions, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

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

Time of Performance

The Time of Performance for work under this Agreement will commence on February 1, 2013 and end on January 31, 2015, subject to any modifications in the Amendment Documents.

ADD TO EXHIBIT B "PAY-FOR-USE" HELP DESK SUPPORT THROUGH JANUARY 31, 2015 PER THE ATTACHED QUOTE FROM THE CONTRACTOR.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

SIGNED  
BY: Richard D. Warren, Jr.  
PRINT NAME RICHARD D. WARREN, JR.  
AND TITLE: PURCHASING AGENT

SIGNED  
BY: Eileen Van  
PRINT NAME Eileen Van  
AND TITLE: Contracts Administrator

DATE: 12-13-12

DATE: 12/12/2012

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

REFERENCE NUMBER 35-11

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

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

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

Time of Performance

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

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

SIGNED  
BY:

  
for

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

DATE:

1/30/12

SIGNED  
BY:



PRINT NAME Ashley Julian  
AND TITLE: Contracts Admin.

DATE:

1/30/2012

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

REFERENCE NUMBER 35-11

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

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

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

Time of Performance

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

Payment

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

Terms and Conditions

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

(INSERT CONTRACTOR NAME)

TAXPAYER ID NUMBER: 54-1315551

SIGNED BY: 

SIGNED BY: 

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

PRINT NAME MITHRA TAFRESHI  
AND TITLE: CONTRACTS ADMINISTRATOR

DATE: 12/22/10

DATE: 12/15/2010



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

AGREEMENT NO. 445-09

THIS AGREEMENT is made, on the date of execution by the County, between Lockheed Martin Desktop Solutions, Inc. 2700 Prosperity Avenue, Fairfax, VA 22031 ("Contractor"), a Virginia Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Statement of Work), Exhibit B (Additional/Optional Costs), Exhibit C (Deliverables Payment Schedule), Exhibit D (Software License Terms, and Exhibit E (Nondisclosure and Data Security Agreement). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

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

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work" or "Project"). The primary purpose of the Work is to upgrade the County's existing Intranet Quorum software system from IQ 2.6 to IQ 3.7, implement IQ Archivist server and user licenses ("System"), and provide related software licensing conversion of 2.6 data, on-site support and training. The purpose of this Work is to create a working/production 3.7 system. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and any other services needed to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER

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

#### DELIVERABLES

In this agreement, Deliverables means Work products including System software, documentation, manuals and other items in Exhibit A submitted to the County Project Officer by the Contractor, or services rendered by the Contractor, which has been accepted and approved by the Project Officer as having successfully completed user acceptance testing. The Deliverables, as applicable, shall be compatible with Microsoft Office 2003, County's enterprise Exchange 2003 email, Windows 2000, XP, Vista and Windows 7. The Work includes 1 IQ Archivist server license and IQ Archivist User Licenses for User Community of 50 to 149 IQ users.

#### CONTRACT TERM

Work under this Agreement related to the upgrade of the System will commence on the date of execution of the agreement by the County, and because time is of the essence, all Work must be completed within Sixty (60) calendar days after the Agreement is fully executed by both parties. The 60 calendar days does not include Federal Holidays or unscheduled Arlington County Office Closings due to weather or other reasons. Contract term date can be extended if mutually agreed to by both parties in writing. The Contractor agrees to continue to provide telephone support of the IQ 2.6 System (in its current configuration and current technical environment) that the County is currently operating on at the execution of this Agreement. However, the IQ 2.6 system will no longer be supported by the Contractor after the request and approval by the County Project Officer of final payment. Any modifications to the Contract Term shall be evidenced by a written amendment to this Agreement, executed by both parties. No Work shall be deemed complete until it is accepted in writing by the County's Project Officer.

#### CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit C (Deliverables Payment Schedule) for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete all Work for the total fixed Contract Amount of \$33,505.16 unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) as well as the Contractor's provision for continued support of the IQ 2.6 System that the County is currently using that is the subject of upgrade by this agreement up to and including expiration of the Contract Term and any modification thereof.

PAYMENT

The Contractor shall submit an invoice to the Project Officer upon completion of each milestone as provided in Exhibit C. The County's Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the County's Project Officer. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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

ARLINGTON COUNTY BUSINESS LICENSES

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

NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

#### DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

#### INDEMNIFICATION

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

#### INTELLECTUAL PROPERTY INDEMNIFICATION

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

#### COUNTY PURCHASE ORDER REQUIREMENT

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

#### ADJUSTMENTS FOR CHANGE IN SCOPE

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

#### DISPUTES

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs earlier. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope.

Claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty days after final payment in accordance with the Arlington County Purchasing Resolution, Section 7-107. The time limit for final written decision by the County Manager is fifteen (15) days. The decision of the County Manager shall be final and conclusive unless the Contractor appeals within six months of the date of the decision on the claim by the County Manager to the County Board in accordance the Arlington County Purchasing Resolution section 7-108. Legal action may be instituted only in accordance with the Code of Virginia and the Arlington County Purchasing Resolution, herein incorporated by reference.

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

#### ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

#### FORCE MAJEURE

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

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

#### ASSIGNMENT

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

#### APPLICABLE LAW

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

#### AUTHORITY TO TRANSACT BUSINESS

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

#### ACCESSIBILITY OF WEB SITE

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

#### HIPAA COMPLIANCE

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

#### EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

#### ANTITRUST

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

#### RELATION TO COUNTY

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

#### DELIVERY

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

#### ARLINGTON COUNTY PURCHASING RESOLUTION

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

#### ARBITRATION

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

#### PATENTS AND ROYALTIES

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



#### CONFIDENTIALITY AND RETURN OF RECORDS

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

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement. The Contractor also agrees to have any employees or subcontractors or others working on this project on its behalf execute Exhibit E prior to the commencement of Work.

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

#### COPYING RIGHTS

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

#### WARRANTY AND MAINTENANCE

For a period of one year after final acceptance of all Deliverables, the Contractor warrants that under normal use, Software shall perform the functions specified in the Contract Documents. The County shall promptly notify the Contractor in writing if the Software does not conform to the Contract Documents. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of a replacement program module(s) providing there is no misuse of the nonconforming program module(s).

#### PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

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

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

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

#### AUDIT

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

#### PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

#### SUPERVISION BY CONTRACTOR

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

#### ESCROW OF SOURCE CODE

The Contractor shall, before any payment is made under this contract, provide evidence that it has deposited a copy of the source code of the licensed program with an escrow agent acceptable to the County. Documentation provided to the escrow agent must show that the escrow agent is obligated to make a copy of the source code available to the County as described below. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program. In the event of a final adjudication of the Contractor as bankrupt, or any event which results in the Contractor not being a viable business entity, the County will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of such source code from the escrow agent. The County agrees that it will only use the copy of the source code internally to support the licensed program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in a form delivered to it by the Contractor, to be delivered to the County when one or more of the events listed above occurs.

#### REPORT STANDARDS

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

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

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

#### NONAPPROPRIATION

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

#### TERMINATION FOR CAUSE

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

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

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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

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

#### TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

#### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Intellectual Property Rider or Policy - In the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.

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

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

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

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

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

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

NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

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

TO COUNTY:

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

And

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

NONEXCLUSIVITY OF REMEDIES

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

AMENDMENTS

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

SEVERABILITY

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

SURVIVAL OF TERMS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

LOCKHEED MARTIN DESKTOP  
SERVICES, INC.

TAXPAYER

ID NUMBER: 54-1315551

AUTHORIZED  
SIGNATURE:



AUTHORIZED  
SIGNATURE:



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

NAME AND  
TITLE: Mithra Tafreshi  
Contracts Administrator

DATE:

1/12/10

DATE:

1/11/2010



AGREEMENT NO. 445-09

EXHIBIT A

STATEMENT OF WORK

Background: The County originally entered into a contract with ACS Desktop Solutions in 1999 for their constituent correspondence application, Intranet Quorum (IQ 2.6). ACS Desktop Solutions has since become part of Lockheed Martin Desktop Solutions, Inc., referred to herein as "Contractor". The County has paid the Contractor both an annual upgrade fee for support and maintenance and help desk hours each year. The annual subscription upgrade/maintenance fee entitles the County to upgrade to using the latest version of the software IQ 3.7 without additional charge. The purpose of the Work is to configure and implement an upgrade of the County's existing Intranet Quorum software system ("System") from IQ 2.6 to IQ 3.7 as well as the purchase, integration and implementation of IQ Archivist Module and user licenses, and related software licensing and support services. The goal of the upgrade is a seamless transition to IQ 3.7 with the Archivist module, with the addition of new commercial-off-the-shelf (COTS) functionality found in IQ 3.7. The application allows the County to manage its Constituent Correspondence, Board requirements and FOIA obligations without a change in current County practice.

The Contract Amount of \$33,505.16 includes the following:

- One (1) Server License of IQ Archivist
- IQ Archivist User Licenses for each licensed IQ user up to 149 IQ Users. There will be a one to one ratio of IQ to IQ Archivist access
- Services as outlined in the Statement of Work to successfully install and configure IQ 3.7, convert the County's existing data from IQ 2.6 to IQ 3.7, and provide user documentation and training.

In order for this implementation to be considered successful and payment made, the following criteria must be met:

1. Conversion: There shall be a successful conversion of data from IQ 2.6 to IQ 3.7. The County will compare the number of records exported to the number of records imported. In addition, 50 records shall be selected at random and data compared between IQ 2.6 and IQ 3.7. These records must be 100% error free (e.g. match what exists in 2.6.)
2. User Acceptance Testing: The following User Acceptance Test criteria must be completed successfully, as determined by the County's Project Officer:

User Acceptance Testing will consist of a contractor led demonstration of County work in the County's installation of IQ 3.7. The System demonstrated will meet the following contractual requirements and does so in a manner that follows and implements the County's business practices using the converted 2.6 templates

and associated processes. The following requirements also must be met.

#### INQUIRIES

The System shall:

- a. Allow the entry of issue codes by appropriate users. These issue codes may be further broken down by sub-codes.
- b. Identify pre-existing and incoming duplicate citizen records and merge the duplicate records as new inquiries are entered.
- c. The IQ system/entry process will provide features to warn the user against adding potentially duplicative people and mail records. Based on this information the user can decide whether or not to create the new record. User will also be alerted if a duplicate letter has been sent to a correspondent.
- d. allow the creation of an inquiry from email, postal mail, phone, walk in or fax.
- e. allow the creation of an inquiry from a scanned document.
- f. allow the creation of an inquiry from an invitation to speak that is sent to the County Board.
- g. allow the attachment of Word or PDF documents to inquiries.
- h. store an inquiry with any associated attachments in the database and shall be available later for retrieval and reporting.
- i. allow citizens of the County to be members of multiple groups.
- j. permit predefined workflows to exist and be modified as needed by County staff.
- k. allow the creation of custom workflows for response to an inquiry.
- l. allow the assignment of pre-defined issue codes to the inquiry that shall determine subject, response type and who will respond to the inquiry.
- m. automatically generate due dates determined by the workflow issue codes assigned to the case's inquiry.
- n. allow the modification of the due dates.
- o. allow the attachment of a predefined response template to the each inquiry.
- p. allow the customization of tickler/reminder information for each inquiry.
- q. allow the entering and closing inquiries that need no response but must remain in the system for tracking purposes.
- r. allow the routing of inquiries to the appropriate office or department for response.
- s. allow with appropriate security levels the creation of subject topics and within those topics sub-topics.
- t. allow the revision of inquiries based on a change in topics or sub-topics.
- u. allow the entry of inquiries from a third party web form. meet all federal and Virginia state legal requirements in regard to FOIA responses. There are special deadline dates for FOIA requests that may be different that what the County requires for inquiries. The dates would be assigned based on the inquiry type of FOIA.
- v. allow a user with appropriate security to view the status of any inquiry within the application.

- w. allow email notification of approaching or passed due dates. The email notification shall be sent through the County's enterprise Exchange 2003 email.
- x. allow any user with appropriate security to edit the workflow.
- y. allow the tracking of inquiries by due date, topic, sub-topic, citizen name, staff member assigned, department assigned or response type.
- z. allow any user with appropriate security to escalate an inquiry.

#### TEMPLATE LIBRARY

The System shall:

- a. provide a template response library that is available to anyone in the application.
- b. allow templates to be editable by users with appropriate security.
- c. allow templates to be marked inactive and unavailable for use as new or updated templates are created.
- d. allow templates to be automatically attached to inquiries depending on issue codes.

#### RESPONSES

The System shall:

- a. allow the creation of workflows for the approval of individual responses.
- b. allow a response to be sent to the citizen by email or paper (pre-addressed letters in Microsoft Word format).
- c. store the response with the original inquiry and be wholly searchable by (parameters) so that both may be retrieved by staff when searching the system.
- d. allow a user with appropriate security to review and modify all responses.
- e. allow responses to be sent to multiple individuals at the same time.
- f. allow batched group responses to multiple inquiries received on the same topic.
- g. allow the return of responses to the appropriate individuals for rework if necessary.
- h. allow responses to be batched so that they can send one response to every member of a certain group, such as a civic association.
- i. maintain a history of each citizen that includes all correspondence to and from the County regardless of whether the inquiry was sent to the County Board Office or the County Manager's Office. The history will include any mass mailings the citizen received.

#### REPORTING

The System shall:

- a. have report/search functionality on any inquiry characteristic, such as citizen name, staff member assigned, department assigned, etc.
- b. allow users to create reports tracking inquiries and be able to create reports that show trends over time. We would like to be able to run a report that shows trends - the data has to be there along with the ability to generate such a report.

- c. have summary reporting.
- d. have real time data reporting.
- e. allow the joining together of similar issues in reports.

#### SECURITY

The System shall:

- a. allow the securing of certain inquiries from public view.
- b. have flexibility in assigning roles, responsibilities and security to each individual using the application.
- c. allow certain inquiries to be marked as not available for Freedom of Information Act requests.
- d. allow the generation of an audit trail for each change made to the application.

#### ARCHIVING

The application shall allow inquiries tracked by IQ Workflow and their associated documents to be archived. The County will be responsible for loading these records in the County's OnBase enterprise records management system.

#### IQ Archivist

The module shall allow for the archiving of current and converted data along with any attachments.

The module shall allow rules to be established that allow IQ Archivist to create records automatically and add them to the IQ Archivist File Area.

The module shall have the ability to research and retrieve records from the archive.

The module shall have the ability to export records to external media.

The module shall allow the retrieval of records associated with a FOIA.

#### Responsibilities of the Parties

##### A. The Contractor shall:

1. Provide Project Management services for the Contractor's planning, installation, training, support and maintenance of the IQ 3.7 software implementation. The Project Manager must have a strong familiarity with the IQ 3.7 solution and shall have previous experience implementing IQ 3.7 for other local government organizations. The Contractor's Project Manager must be acceptable to the County in terms of appropriate technical background and capability. Should the Contractor's Project Manager fail to perform adequately, as determined solely by the County's Project Officer, the Contractor shall replace their Project Manager immediately upon receipt of written notification from the County. The Contractor's Project Manager shall provide weekly written status reports for the duration of the Contract Term to the County's Project Officer until final payment is requested and approved by the County Project Officer.

2. Coordinate all tasks with the County's Project Officer. The Contractor's Project Manager shall develop a project plan that identifies the tasks necessary to complete the Work within the Contract Term.
3. Perform installation, without disruption to the County, of the IQ 3.7 solution during normal business hours of 8:00 am to 5:00 pm. The Contractor shall provide engineering and Oracle database administration resources for the installation of the server(s). The Contractor shall be responsible for the Oracle installation and seamless implementation with the embedded Oracle Database license that Arlington County already has with each existing IQ license. No County resources shall be required or requested from the County for work related to the application installation on the County provided server. The Contractor's engineer shall have demonstrated prior successful experience performing IQ 3.7 installation services for local government organizations.
4. Contractor will review server configuration and sign off that the hardware meets the requirements provided to the County as documented in Section B.2. Remote connectivity for the Contractor will be in place before the installation Engineer arrives, once appropriate paperwork has been signed by Contractor staff. The Contractor shall provide Oracle database support until the installation is completed and accepted by the County's Project Officer.

Contractor will configure and install the IQ application, import the Oracle schema, and configure the SMTP services and facilitate integration of the System with Microsoft Exchange Mail.

Installation of the software includes the following modules: Enterprise Contact Management and Workflow for Government: (IQ Workflow, IQ Correspondence, IQ Extended Workflow, IQ Internet Mail Agent and IQ Calendar) and IQ Archivist. Contract amount includes one server license of IQ Archivist and up to 149 user licenses. Note: In order for an individual to access the IQ Archivist they must also first be covered by a named user IQ License.

The installation shall be on-site at Arlington County (2100 Clarendon Blvd, Suite 610, Arlington VA 22201).

5. Provide an experienced Information Technology Consultant (ITC) that shall perform the initial setup of the IQ 3.7 product to ensure appropriate settings. This configuration shall be done on-site at Arlington County. This ITC shall also conduct for up to 16 hours on-site upfront analysis with the current GRAMS stake holders and users. The analysis shall be used to configure the System to meet the County's day-to-day process flows. The current workflow templates will be converted in their current state and available in their current state in the new IQ 3.7 environment. These 3 templates currently reflect one that starts and ends in the County Board Office, one that starts and ends in the County Manager's Office and one that is for FOIA requests.

6. Provide a comprehensive hands-on training program for IQ 3.7. The Contractor shall provide industry standard IQ 3.7 User Training Manuals for end users and the IQ System Administrators. Contractor shall provide seven (7) total days of hands-on classroom training onsite with IQ 3.7 standard training hand outs not specifically tailored to Arlington between the hours of 8 am and 5pm. All students that attend the IQ advanced (Admin) training will have to have already attended a full day of basic training. The syllabus for these classes will be agreed to by both parties before commencing.

- IQ Fundamentals training (up to 4 classes) 3 hrs each
- IQ Workflow training (up to 4 classes) 3 hrs each
- System Administration Training (1 class) 4 hours each
- Lists (1 class) 3 hours each
- Sets (1 class) 2 hours each
- Workflow Template Building (1 class) 3 hours each
- Advanced Search and Report Building (1 class) 4 hours each

Training will be performed in an Arlington County facility equipped with a minimum of ten workstations. The County will assure that each workstation will be able to access the new IQ 3.7 server and that Internet Explorer Option are configured per IQ 3.7 required settings as conveyed to the County Project Officer in advance of the training sessions to ensure that the work stations meet the Parties needs and capabilities. The County may choose to have any number of students at a terminal. If the County determines that more than 7 days of on-site classroom training is required, the County will have the option of purchasing additional on-site training days per the rate plan in Exhibit B, or utilizing time allocated to the 5 days of onsite support in lieu of onsite support as identified in Item 10 of this Statement of Work.

7. Provide sufficient local resources to timely and successfully migrate existing data from the County's legacy IQ 2.6 system to IQ 3.7. Contractor staff shall perform the data migration and the implementation of the data transfer from the legacy IQ 2.6 application. This Work shall include a successful data conversion as determined by a comparison of the number of records in the IQ 2.6 system verses the IQ 3.7 system. In addition, 50 records shall be selected at random and data compared between IQ 2.6 and IQ 3.7. These records must be 100% error free (e.g. match what exists in 2.6.). In order to achieve the above goal, the Contractor shall migrate the GRAMS IQ 2.6 production account into the new IQ 3.7 production account on the new server. Once the migration is complete, Contractor shall copy this account into a test IQ 3.7 account and a development/production IQ 3.7 account. The conversion will include up to the minute data.

- a. Form letters shall be converted into Word format (if not already in a Word format) and the merge fields updated.
- b. Custom reports written for IQ 2.6 shall be evaluated by the Contractor to determine if an adjustment needs to be made for them to work in IQ 3.7.

- i. If the custom reports are written using the IQ 2.6 Report Writer and utilize custom report merge fields, then the report shall be rewritten by the Contractor.
  - ii. If a custom report was written by the Contractor and does not use the IQ 2.6 Report Writer, then this report shall be rewritten by the Contractor.
8. All conversions will be error free.
9. Provide an IQ 3 Certified Information Technology Consultant to serve as an on-site subject matter expert for five consecutive days(5) at a date and time as determined by the County. Any number of these days may also be used for additional classroom training, if needed, at the discretion of the County. Basic training and setup for the IQ Archivist will use one of these days and be based upon the County's existing Records Management policy.
10. Provide, as long as the County has a valid Internet Quorum Support and Maintenance Agreement with the Contractor, a data extract at the request of the County. Such a data extract would be considered an Additional Service at additional cost to the County. These services may not be unreasonably held or delayed. The County retains sole ownership of any and all data in the IQ System.
11. Be permitted (5) working days from the receipt of written notification of an unacceptable deliverable in Exhibit C to remedy the errors, issues, or defects and resubmit the deliverable to the County.
12. Provide Oracle database support for the duration of this Agreement. The Oracle Database Administrator supplied by the Contractor shall be available via the support contract as a Help Desk "Escalation Resource".

B. The County will:

1. review any deliverable submitted by the Contractor under this contract. Upon review, if the deliverable is determined to be unacceptable to the County, the County Project Officer will notify the Contractor in writing of the fact along with the reasons why the deliverable was found unacceptable.
2. set up the server and Internet connectivity. The dedicated server(s) intended for installation will be in a "ready state" before the Contractor's engineer arrives.
3. Provide a server that meets the needs outlined by the Contractor for seventy-five (75) users. The server shall at a minimum be:
  - a. Dual Processor, dual core (or Quad Core) server class machine - 2 x 2.88 GHz and up.
  - b. 4 GB RAM minimum
  - c. Windows 2003 server OS
  - d. Boot Volume, typically C:
    - i. Mirrored Pair

- ii. Separate SCSI RAID Channel or Adapter
- iii. 20GB or Higher
- e. Application and Data Volume
  - i. 4 Drive of Higher Raid 5 Logical drive (Each Drive 72 Gigs or Higher)
  - ii. Separate SCSI RAID Channel or Adapter
  - iii. Logical Drive, Typically E: 40GB or Higher (Application)
  - iv. Logical Drive F: 180GB or higher (Oracle data)
- f. Backup solution
  - i. Enterprise, or
  - ii. Local Device
- g. Remote access (if possible)
  - i. VPN or RDP
- h. Monitor, any size

Desktops shall need to run Windows 2000 or XP with Microsoft Word 2003 or Office 2003. Scanning workstations are required to run Windows XP and Microsoft Office 2003.

The County will provide the Contractor with remote connectivity once appropriate paperwork has been signed by Contractor staff. All Operations and Maintenance of the new server will be covered by the County.

4. Provide training rooms and equipment to facilitate the training of seventy-five (75) users; basic users, power users and system administrators with a minimum of ten workstations for each session. The County will assure that each workstation will be able to access the new IQ 3.7 server and that Internet Explorer Option are configured per IQ 3.7 required settings as conveyed to the County Project Officer in advance of the training sessions to ensure that the work stations meet the Parties needs and capabilities.
5. Provide access to the current IQ application to allow the extract of data for the data conversion piece of this project.



AGREEMENT NO. 445-09

EXHIBIT B

PRICING FOR ADDITIONAL/OPTIONAL SERVICES

Should Additional Services be required outside the scope of this Agreement, they will be procured at the following rates:

Project Management	\$148.48 per hour
Software Engineer	\$148.48 per hour
Information Technology Consultant (ITC)	\$118.11 per hour
Extended On-Site support or training	\$1,349.84 per day

OPTIONS:

An IQ On-Line On-demand IQ Training subscription may be added at an additional cost of \$4,050.00 per year.

Custom Tailored Training Documentation may be added at an additional cost of \$4,724.40

Comprehensive on-site business process evaluation and building of three (3) brand new custom workflows

- One that starts and ends in the County Board Office,
- One that starts and ends in the County Manager's Office and
- One that is for FOIA requests

This add-on package may be added for an additional \$14,173.20

These rates are effective throughout the Contract Term.

AGREEMENT NO. 445-09

EXHIBIT C

PAYMENT SCHEDULE

Upon certification by the County of the successful completion, as determined by the County Project Officer, of the following milestones:

Milestone #1: Installation and Configuration of the System:  
25% of Contract Amount (\$8,376.29)

Milestone #2 Successful Conversion and Successful User Acceptance Testing as defined above:  
30% of Contract Amount (\$10,051.55)

Milestone #3 Completion of Training and On-Site support:  
45% of Contract Amount (\$15,077.32)

NOTE: All Milestone #3 services will be billed on delivery, or at the conclusion of this contract, whichever occurs first.

TOTAL \$33,505.16

AGREEMENT NO. 445-09

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

1. LICENSE GRANT

In connection with the transfer of possession of the System provided with this Agreement, the Contractor hereby grants to Arlington County ("County") a perpetual, non-revocable, paid-up, non-exclusive license to use and modify the System(s) ("Software") and user manuals, technical manuals, and other information ("Documentation") for the System.

2. OWNERSHIP

The Contractor will provide the County with a program module(s), but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the System or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in the single-user computer system.

The County agrees not to reverse compile or disassemble Software.

The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

The County may, upon requesting and receiving written permission of the Contractor, not to be unreasonably delayed or withheld, transfer possession of the System including Software and Documentation and transfer this license without additional cost or charge to another party if the other party agrees in writing to accept the terms and conditions of this Software License Agreement.

3. TRANSFERABILITY

The County may not transfer to any third party the Software and the Documentation, or any copy(s) thereof, in whole or in part, except as expressly provided in this Agreement. If the County transfers Software and Documentation to another party as expressly provided in his Agreement, the County must at the same time either transfer copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of Software contained or merged into another program.

If the County transfers Software and/or Documentation or any copy, modification, or merged portion of Software to another party without written permission of the Contractor, this license is automatically terminated.

#### 4. TERM

The term of this Software License Agreement is for as long as the County uses the Software. This Agreement may be terminated by the County without further liability upon one month's prior written notice. The Contractor may terminate this Agreement. After written notification of noncompliance with the terms and conditions of this Software License Agreement, and the basis is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

Within one month after termination of this Agreement, the County will certify to the Contractor in writing that through its best efforts, and to the best of its knowledge, the original and all copies, in whole or in part, in any form, of the Software and Documentation have been destroyed or returned to the Contractor.

#### 5. ASSIGNMENT, SUB-LICENSE, OR TRANSFER

The County shall not (by contract, operation of law, or otherwise) assign, sub-license under or transfer this Agreement or any right or interest in this Agreement, or delegate performance of any of its obligations under this Agreement, without the prior written consent of the Contractor. Any such assignment, sub-license, transfer, or delegation without the Contractor's prior written consent shall be voidable at the Contractor's option.

#### 6. WARRANTY AND MAINTENANCE

For a period of one year after final acceptance of all deliverables, the Contractor warrants that under normal use, Software shall perform the functions specified in the Contract Documents. The County shall promptly notify the Contractor in writing if the Software does not conform to the Contract Documents. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of a replacement program module(s).

AGREEMENT NO. 445-09

EXHIBIT E

NONDISCLOSURE AND DATA SECURITY AGREEMENT

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

I agree that I will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of my participation on the Arlington County Intranet Quorum System Upgrade. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I also agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission), for any purpose other than that directly associated with my officially assigned duties on the ACE project. I am aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to \$1,000.00.)

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

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

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

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

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

Signed: Mithra Sajreski

Date: 1/11/2010

Attest: \_\_\_\_\_

Date: \_\_\_\_\_