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

CONTRACT RENEWAL

ORIGINIAL DATE ISSUED: JUNE 23, 2020 TO: GRANICUS, LLC

403 ST. PETER STREET CONTRACT NO: 20-747-EP

SUITE 600 CONTRACT TITLE: MAINTENANCE & RELATED SUPPORT

SAINT PAUL, MINNESOTTA 55102 SERVICES FOR THE LAND & VITALS SYSTEM

THIS IS A NOTICE OF RENEWAL 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.20-747-EP including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2021 EXPIRES: JUNE 30, 2022

RENEWALS: (3) ADDITIONAL 12-MONTH PERIODS FROM JULY 1, 2022 TO JUNE 30, 2025

COMMODITY CODE(S): 92045

ATTACHMENTS:

Attachment A - Pricing Sheet

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MIKE BATTAGLIA **VENDOR TEL. NO.:** (703) 787-7775 X1802

EMAIL ADDRESS: MIKE.BATTAGIA@GRANICUS.COM

COUNTY CONTACT: CHRISTINA DIETRICH (DEPT AND DIVISION) (703) 228-4378 **COUNTY TEL. NO.:**

COUNTY CONTACT EMAIL: CDIETRICH@ARLINGTONVA.US

| CONTRACT AUTHORIZATION |
|------------------------|
|------------------------|

THE COUNTY BOARD OF ARLINGTON GRANICUS, LLC

COUNTY, VIRGINIA

PRINT: Jessica Yang PRINT: SY GEZACHEW igned by: DocuSigned by: SIGNATURE: SIGNATURE:

Su Gerachew Uana TITLE: PROCURE MENTE OF FLEER TITLE: Manager of Debusiness and Contracts

3/25/2021 DATE: DATE: 3/25/2021



Granicus Proposal for Arlington County VA

Granicus Contact

Name: Brent Blankenship

Phone:

Email: brent.blankenship@granicus.com

Proposal Details

Quote Number: Q-108496 **Prepared On:** 6/22/2020 **Valid Through:** 6/30/2020

Pricing

Payment Terms: Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 7/1/2020 - 6/30/2021

Contract End Date: 6/30/2025

| Annual Fees for Renewing Subscriptions | | | | | |
|---|----------------------|---------------|-------------|--|--|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee | | |
| Land and Vitals System Maintenance (Enterprise) | Annual | 1 Each | \$47,127.69 | | |
| | | SUBTOTAL: | \$47,127.69 | | |

| Remaining Period(s) | | | | |
|---|----------------------|----------------------|----------------------|----------------------|
| Solution(s) | 7/1/2021 - 6/30/2022 | 7/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2024 | 7/1/2024 - 6/30/2025 |
| Land and Vitals System Maintenance (Enterprise) | \$48,777.16 | \$50,484.36 | \$52,251.31 | \$54,080.11 |
| SUBTOTAL: | \$48,777.16 | \$50,484.36 | \$52,251.31 | \$54,080.11 |

| Product Descriptions | | |
|---------------------------|---|--|
| Name | Description | |
| Land and Vitals | Land & Vitals - Enterprise Maintenance Option | |
| System Maintenance | | |
| (Enterprise) | | |

PRICING ASSUMPTIONS

Below are pricing and payment assumptions that underly this Agreement.

- 1. Maintenance. All services to be provided under this Agreement shall be referred to as the "Principal Period of Maintenance" and provided between the hours of 7:30 AM to 5:00 PM Central Time, Monday through Friday (excluding holidays). Service coverage required outside of these hours is defined as "Emergency Maintenance" and may be undertaken by Granicus for a fee as outlined below.
 - **1.1.** \$200.00 per hour (in 15-minute increments) for services required outside of the Principal Period of Maintenance
 - **1.2.** \$150.00 per hour within the Principal Period of Maintenance for the following:
 - **1.2.1.** Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion, war, or accident.
 - **1.2.2.** Remediation of problems caused by use of software not covered by this Agreement or improper computer network operation and control by Customer.
 - **1.2.3.** Any maintenance that is the result of DML or DDL updates to any Granicus databases (primary or replicated) that are not executed by Granicus personnel, or have not been previously authorized in writing by Granicus personnel to be executed.
 - 1.2.4 After the first 50 hours, which will be provided for not extra charge, \$175.00 per hour (blended rate) any alterations of the then-existing functionality of the Software as required to comply with state statute changes or state agency rules and requirements (collectively, "Statutory Changes"). Granicus will make every attempt to complete the changes as quickly as possible but will require that a minimum of sixty (60) days be allowed for completion of Statutory Changes. Granicus also reserves the right to charge the hourly rate of \$175.00 for any new functionality required to be added to the Software to comply with the Statutory Changes.
- **2. Miscellaneous.** Any on-site maintenance required to upgrade to a new Version of the Software or to add a new Application is subject to service and travel (as required) and will be subject to additional costs. Any additional costs will be agreed to by the parties and documented in an amendment to this agreement before the costs are incurred.

PROJECT ASSUMPTIONS

Below are standard project assumptions that underly this Agreement.

- 1. Training. Granicus agrees to provide instruction to 1 3 Customer personnel in the operation of the system, as a standard part of the System Update or deployment of a new version at mutually agreeable times prior to system installation, for purposes of familiarization with new features, functions, and operations. The Customer shall ensure that all personnel to be trained are made available at the same time for such training.
 - 1.1. The Customer shall prepare a training facility and provide remote access to the designated servers and workstations in the facility no later than one month prior to commencement of training. The Customer will be responsible for configuring all hardware involved including servers, workstations, scanners, barcode printers, check endorsers, network, and other peripheral devices.
 - **1.2.** The Customer shall provide Granicus access to the training facilities for the purpose of installing the system software prior to commencement of training.
- 2. Documentation. Granicus agrees to provide to the Customer electronic copies of all training manuals and other printed materials, and updated versions thereof, related to the deployed products identified in the SOW and any upgrades to those products.. All Granicus supplied documentation shall be considered proprietary to Granicus.

3. Software Updates and Maintenance.

- **3.1.** Granicus will provide Software Updates via remote installation. Customer is required to provide a VPN connection to Granicus for remote access.
- **3.2.** Granicus has the option of deferring Software Maintenance pursuant to this Agreement should Customer delay installation of any new update of the Software by Granicus.
- **3.3.** Granicus will provide Software updates, which include corrections to known Software issues. A minimum of two (2) weeks' notice will be given for such Software updates. Granicus is not responsible for maintaining any third-party software required by the system.
- **3.4.** New Versions of the Software or additional Applications not already purchased by Customer will not be considered part of this Agreement (unless otherwise agreed by Granicus in its sole discretion). Customer may purchase new Software Versions and Applications at negotiated prices by amendment to this agreement.
- **3.5.** Granicus shall provide telephone, facsimile, and electronic mail Software Maintenance for problems associated with the routine use and operation of the Software.
- **3.6.** Customer shall provide a Virtual Private Network (VPN) connection for Granicus to use to perform maintenance during the principal period of maintenance.
- **3.7.** Customer shall provide Granicus with the names of up to two (2) representatives who with Granicus's acknowledgement, shall have access to Granicus's telephone advice service. The representatives may be changed with written notice by Customer to Granicus.

4. Customer Responsibilities.

- **4.1.** Customer shall notify Granicus of any Software problem together with complete information concerning the failure, as soon as possible after the problem has been recognized.
- **4.2.** Customer agrees that no external devices can be connected to any Granicus owned hardware without written permission from Granicus.
- **4.3.** Customer will provide Granicus with the following:
 - **4.3.1.** Access to the Software and computer(s) on which it resides via VPN access;
 - **4.3.2.** Access to and use of all information necessary to service the Software;
 - **4.3.3.** Customer shall be responsible for the maintenance of adequate backup procedures for files, as Granicus will not be responsible for loss of or altered files, data or programs; and
 - **4.3.4.** Customer agrees to provide an installation environment which meets the specifications of the computer on which the Software is running.