

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

NOTICE OF CONTRACT AWARD

TO: iParametrics, LLC 178 S. Main St. Ste. 100, Alpharetta, GA 30009	DATE ISSUED: October 23, 2019
	CONTRACT NO: 19-133-RFP
	CONTRACT TITLE: Security Assessment Services

THIS IS A NOTICE OF CONTRACT AWARD AND NOT AN ORDER.
NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on May 1, 2019. The contract term covered by this Notice of Award is effective immediately and expires on September 30, 2020

This is the first-year award notice of a possible four-year contract.

The contract documents consist of the terms and conditions of Arlington County Agreement 19-133-RFP, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 19-133-RFP,

ATTACHMENT/S:

1. ARLINGTON COUNTY AGREEMENT NO. 19-133-RFP,

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Paul S. Pelletier

TELEPHONE NO: (678) 381-2322

EMAIL ADDRESS: Paul.pelletier@iparametrics.com

COUNTY CONTACT: Rami Natour

TELEPHONE NO: (703) 228-0789

EMAIL ADDRESS: Rnatour@arlingtonva.us

Purchasing Division Authorization

Tomoka Price

Title Procurement Officer Date October 25, 2019

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

AGREEMENT NO. 19-133-RFP

THIS AGREEMENT is made, on the date of execution by the County, between iParametrics, LLC, 178 S. Main St. Ste. 100, Alpharetta, GA 30009 ("Contractor") a Georgia limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Services
- Exhibit B – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit C –Contract Pricing

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

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

2. SCOPE OF SERVICES

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Services" (Exhibit A), the primary purpose of the Work is to furnish all expertise, labor, and resources for a complete security assessment, business process analysis, technology assessment, change management activities support, and planning for new security policies and physical implementation of new equipment for County-owned and -operated facilities at 2100 Clarendon Blvd, Bozman Government Center. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than September 30, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from October 1, 2020 to September 30, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates, and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor's consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will

be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care.

8. NOT-TO-EXCEED PROJECT COST

The County will provide the Contractor with a description of the project Scope of Services, including information on functions, space requirements, special features, aesthetic requirements and authorized square footage and a "Not-to-Exceed" construction budget.

The Contractor will submit a cost estimate with each submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 10% and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

9. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer

within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

11. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

12. NON-APPROPRIATION

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

13. NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase any services during the Contract Term. The County is under no obligation to buy that or any amount because of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more services than estimated, and any such additional services will not give rise to any claim for compensation other than at the rates in the Contract.

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

14. COUNTY PURCHASE ORDER REQUIREMENT

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

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

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

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

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

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

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

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

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

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all

supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

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

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to

this Contract into which it enters with subcontractors or other third parties.

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

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the

Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

28. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by

this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

34. AUDIT

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

after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

35. ASSIGNMENT

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

36. AMENDMENTS

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

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

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

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. ATTORNEY'S FEES

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

expenses.

45. SURVIVAL OF TERMS

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

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Paul S. Pelletier, Principal
iParametrics, LLC
178 South Main Street, Suite 100
Alpharetta, GA 30009

TO THE COUNTY:

Rami Natour, Project Officer
DES – Facilities Management
1400 Uhle St. Suite 601
Arlington, VA 22201

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

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

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County

with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

52. COUNTERPARTS


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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

IPARAMETRICS, LLC

AUTHORIZED
SIGNATURE: Tomeka Price

AUTHORIZED
SIGNATURE: 

NAME: TOMEKA PRICE
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Paul Pelletier, Principal

DATE: October 25, 2019

DATE: October 25, 2019

EXHIBIT A

SCOPE OF SERVICES

The Contractor will provide recommendations on building security, as detailed below, to the Security Working Group, including the Bozman Renovation Steering Committee. This contract does not include any design work.

Security Needs Assessment

The County will provide the latest security assessment of the Bozman Government Center. The Contractor will review the building and the previous assessment and meet with the Security Working Group, in addition to building stakeholders, and will then draft a report documenting findings and recommendations.

The security needs assessment and recommendations shall include but not be limited to the following items:

- Review existing building architectural design for internal security.
- Review proposed building architectural design for internal security.
- Review existing electronic access control and video surveillance systems.
- Interview key County personnel to determine their needs, requirements, and concerns for a secure and safe workplace.
- Provide insight into potential security threats with a probability analysis.
- Provide recommendations for long- and short-term security measures and solutions.
- Provide recommendations for security designs responsive to security needs identified in the written security report.
- Provide recommendations on County specified new building security and badging system protocols for implementation procedures and ongoing operations.
- Provide recommendations on a building wide emergency notification system.
- Provide rough order of magnitude of the cost for budget purposes.

The review shall incorporate and address in comprehensive fashion items such as building entry points, guard posts, interior office spaces, camera locations, CCTV monitors, panic buttons, call boxes, electronic access control, miscellaneous security related equipment, etc.

The Contractor shall provide the final written security report on findings and recommendations in hard copy and PDF formats.

Network & Communications

- The recommended new system should be compatible with server virtualization.

Security System Preliminary Recommendations

The Contractor will provide a comprehensive review of available security systems for building access and provide recommendations based on the following criteria, including but not limited to:

- Compatibility with Lenel and OnGuard which is an open architecture system with Mercury panels to have the flexibility to work with most security software, in addition to the other County's owned facilities in inventory.
- Physical implementation of the new security system.
 - Where should the maintenance and monitoring of the system take place?

- What maintenance and/or updates are required?
- Badging and Credentialing
 - Provide recommendations for employee credentials and access.
 - Provide protocols for the issuance and recovery of employee badges and/or devices.
 - Provide guidance on operating implementation, such as who sets the access levels for County employees, contractors and interns
 - Provide recommendations for what systems are best for badging public visitors
- Review and provide recommendation for building access control points to include, but not be limited to:
 - Building exterior entrances, underground parking garage, elevators, internal doors
 - Common Areas vs. Employee Only Areas
- Mail Receiving and Deliveries
 - Provide recommendations for how mail deliveries should be conducted in the Bozman Government Center.
 - Provide recommendations for an employee personal package policy.
- Provide an estimated budget for implementation and ongoing maintenance of new security system and features.

Training

Provide a training rollout handbook on the new security features. The handbook should include, but not be limited to the following:

- Timeline:
 - What to do when a new hire starts (and when an employee leaves)
 - When and how often to remind employees of security protocols
 - What to do when an incident takes place
 - How to communicate with customers or partners in the event of a security breach
- Supporting Materials:
 - A security training manual (this can be a PDF sent to all employees or part of an intranet)
 - Role-based guidelines (e.g., what each team needs to know about security)
 - Physical and Virtual Training (training materials; not limited to videos, PowerPoint presentations... that can be posted on the Arlington County's internal SharePoint site) programs that the County can use with new hires and ongoing employee education



BEST AND FINAL OFFER SCOPE OF WORK

UNDERSTANDING OF SCOPE OF WORK

Security is one of the key tenets of Arlington County's Workplace Vision and is a guiding principal of the renovation of the Bozman Government Center. The Bozman Government Center is home to most of the County's government offices and includes not only the office building itself but attached underground parking.

To ensure the safety of County staff and guests and to plan for the renovation of the Bozman Center scheduled for completion in 2023, Arlington County is seeking an experienced consultant to conduct a comprehensive security assessment, business process analysis, technology assessment, change management activities support, and planning for new security policies and physical implementation of new equipment. The consultant will then develop an actionable and realistic implementation plan.

Within the above scope of work, iParametrics will conduct a security analysis and work with key leaders to develop a security standard for County-owned and operated facilities at 2100 Clarendon Boulevard, Bozman Government Center. Our proven track record of delivering similar services to other public entities allows our team to hit the ground running following contract execution.

Your goals for safety and security are the same as ours. We believe a safe and secure office environment provides employees with a better place to work and citizens with a more effective government. We have been honored to submit our proposal for this project and to present to you our planned approach to completing the work. Please find below our response to your revised scope of services, defined deliverables, and a detailed pricing.

We believe a safe and secure office environment provides employees with a better place to work and citizens with a more effective government.

SCOPE OF WORK

KICK-OFF AND TEAM MEETINGS

A crucial part of our work is communication. We start with a post-award meeting between the iParametrics Project Manager and the County Project Manager, the Procurement Officer, and other key stakeholders, as required. During this meeting, we will provide the detailed Request for Information (RFI), the proposed project schedule, and fully confirm all deliverables. We will also fully establish the communications plan for all on-site and off-site activities to include periodic updates to the County Project Manager, key stakeholders, and County Executive Leaders, as necessary. Beyond the regularly scheduled meetings and updates, we have a policy of always being available to our customers. Throughout the project, the County will have a full list of key decision makers available 24/7.

PHYSICAL SECURITY RISK ASSESSMENT (PSRA)

Protection of government facilities includes a combination of procedures, equipment, and personnel that span the preparedness spectrum. Protective programs must not



only cover baseline levels of protection, they must also be scalable to enhance protection and resilience in response to facility-specific risk or changes in state and national threat advisory systems. Overall security and resilience program planning and administration should ensure that protective programs are comprehensive, coordinated, and cost-effective.

Once all the required critical data has been gathered, the team will review and evaluate the items for completeness and accuracy. We will then work directly with the County's Project Manager to establish the detailed timeline for the on-site vulnerability assessment. It is important to note that the site visit is designed to confirm and validate all the information provided in the RFI. The vulnerability assessment will include random observation including daytime and nighttime visits and tenant interviews but will not involve any penetration or "Red Team" testing.

Our team of physical and electronic security specialists will analyze the Bozman Center and the four-level underground parking garage which services both County and private employees, in addition to the public. The assessment will include all elements outlined in the revised scope of services including:

- Analysis of crime statistics and incident reports for the building and surrounding community
- Identification of critical assets to include critical dependencies beyond the County's control
- Identification of threats, vulnerabilities, and probabilities
- Security staffing and organizational structure
- Review of security and emergency operations and measures
- Policies, plans, and procedures
- Building security systems and preventive measures
- Response force performance and capabilities

Our assessment team will conduct interviews of key stakeholders, agency/department managers, and building support personnel to determine their needs, requirements, and concerns for a secure and safe workplace. We will visit and observe the facility during operational hours and after hours. These visits will allow our team to review physical security infrastructure of the property (building entry and access control points, guard posts, interior office spaces, camera locations, CCTV monitors, panic buttons, call boxes, electronic access control, etc.), security operations, security training, emergency response documents, and emergency notification capabilities.

Our process, which has been successfully implemented on several thousand government facilities and is based on the methodology developed by the Department of Homeland Security (DHS) Interagency Security Committee (ISC). We recognize the threats and standards for federal facilities are different from those of Arlington County and so we have successfully adapted this program to match the County's mission.

The graphic on the next page outlines our methodology, which allows us to assess target value from the attacker perspective (essentially from the outside looking in), assess risk from the client perspective (essentially inside looking out), and give asset owners a roadmap forward in mitigating



and recovering from an undesirable event.

We will ascertain the sources and nature of risk and the effect of uncertainty on achieving the organization’s objectives. While this can be accomplished using a range of techniques for identifying the nature and sources of risk, they will all contain the following components. Along with an understanding of the interplay between these components, our assessment will comprehensively identify and characterize the associated risks:

- Asset and service identification, valuation, and characterization
- Threat and hazard analysis
- Vulnerability and capability analysis
- Criticality and impact analysis

After completing the full risk assessment, our team will provide recommendations to the County. We will provide a plan to specifically address:

- **SHORT AND LONG-TERM SECURITY MEASURES AND SOLUTIONS**, including building access control points (such as exterior entrances, underground parking garage, elevators, internal doors, common areas, and employee-only areas). Our security designs will be responsive to security needs that were identified, including a plan for implementation that aligns with the County's budget and spending plans and maintenance and monitoring for the system and its components.
- **BUILDING SECURITY AND BADGING SYSTEM PROTOCOLS** that take into account both employee and visitor badging and safety. Because we are not associated with any specific supplier of electronic security hardware or software, we can provide recommendations on the types of systems needed and then help the County find the best fit from available hardware and software suppliers. We will work with the County's existing open architecture system and other owned facilities inventory. Our recommendations will include not only software and hardware recommendations but also procedural recommendations such as how to issue these badges and/or devices both to employees and the visiting public and how to discern levels of access.
- **BUILDING-WIDE EMERGENCY NOTIFICATION SYSTEM** that allows for timely information and, if needed, evacuation of the building and/or parking garage.
- **MAIL RECEIVING AND DELIVERIES** to assure safe delivery of mail and complete review of packages and mail brought into the building for security. This will also include a review of employee personal packages.



- **MAINTENANCE PLANNING AND RECOMMENDATIONS** to understand the future needs of the building and how this plan will grow with your needs.
- **CONCEPTUAL COSTS FOR BUDGETING PURPOSES**, including phased implementation and/or cost-benefit analysis of the recommendations to help in the decision making process and an understanding of maintenance costs for ongoing support of the equipment.

DEFINED DELIVERABLES

iParametrics will provide three primary deliverables during this engagement:

DELIVERABLE 1: PHYSICAL SECURITY RISK ASSESSMENT (PSRA) REPORT

The Physical Security Risk Assessment (PSRA) Report will address security risk based on the specific requirements of the Bozman Center and Arlington County. We will provide the County with a risk register and report, detailing unmitigated risks, critical vulnerabilities, strategies, measures, and conceptual cost estimates to protect County assets from sources of risks.

The PSRA will focus on advising the County of how to:

- Remove the risk source where possible
- Remove or reduce the likelihood of the risk event occurring
- Remove or reduce negative consequences
- Share the risk with other parties
- Accept risk through informed decision
- Avoid activities that give rise to the risk

The report will, at a minimum, include the following:

- a) **NARRATIVE ANALYSIS** will address existing conditions, building access vulnerabilities, and recommendations for the mitigation of these vulnerabilities. The narrative will include the items listed above in the scope of services, including badging and credentialing, short and long-term security measures, emergency notification system, mail and delivery receiving, and maintenance.
- b) **THREAT VECTOR ANALYSIS** will provide specific details of the characteristics of each event that might take place at the facility and a probability analysis. Each event provides sufficient information from which the threat, consequences, and vulnerability can be estimated.
- c) **FACILITY SECURITY GUIDELINES** and recommended Levels of Protection (LOP) for the Bozman Center. This will include building access, parking, and visitor badging, among others.
- d) **BENCHMARKING (COMPARATIVE ASSESSMENT)** will be used to compare County processes and performance metrics to industry best practices from other similarly sized buildings. The recommendations will include detailed security specifications.
- e) **FINDINGS AND RECOMMENDATIONS** will be listed and will specifically evaluate and discuss, but are not limited to, security department organizational design, security staffing and deployment, the physical security technology that



is being used (including server visualization and open architecture), security-related policies and procedures related to security incidents, including incident reporting and tracking, a review of the emergency alerting system and communications processes, including the radio dispatch system, access management controls, and employee security orientation, crime prevention, and security awareness programs.

- f) **CONCEPTUAL COST ESTIMATES AND PHASED PLAN** will be provided for physical renovations and improvement of existing conditions, including state-of-the-art security measures designed to protect the County's employees and facilities.
- g) **SITE PLANS**, based on those provided by the County, will show the current measures in place and the proposed recommendations, where appropriate (e.g., fencing, bollards, guard booths, electronic security systems access control points, communications pathways, sensor placements, etc.). We will use the existing plans and update them to provide the facilities department with full engineering plans.
- h) **OUTLOOK REPORT** describes what is assessed to be the changes in the threat over time and a proposed maintenance plan.
- i) **REFERENCES** to supporting information and source reports are provided as applicable.

This report will be provided in PDF and hard copies as needed.

DELIVERABLE 2: PHYSICAL SECURITY ACTION PLAN (PSAP) AND OCCUPANT EMERGENCY PLAN (OEP)

Taking the outputs of the PSRA, we will then develop the Physical Security Action Plan (PSAP) and Occupant Emergency Plan (OEP) for the Bozman Government Center. These plans are provided as a supplement to the PRSA and to guide training needs and exercises, as noted in Deliverable #3.

The Physical Security Action Plan (PSAP) is intended for the building and its tenant agencies. It ensures records, equipment, employees, and the public are adequately protected within the facility environment. The PSAP will identify roles and responsibilities and contains security policies and procedures that direct the actions of employees in emergencies and ensure prompt, coordinated steps for obtaining assistance.

The Occupant Emergency Plan (OEP) is intended to ensure the safety and accountability of personnel and visitors within a County controlled areas of the facility in regard to a broad range of emergencies. The plan will identify roles and responsibilities as well as trained individuals who have been identified to assist with building emergency response actions. Dedicated assembly points will be designated for each office. OEP content will be applicable to all County employees, contractors, and visitors while in the facility or on its property.

DELIVERABLE 3: TRAINING AND TRAINING MATERIALS

To align with the requirements of the "Revised Scope of Services," we propose two distinct training deliverables based on the outputs of the PSRA and the contents of the PSAP and OEP. The training materials will provide the County with information and recommendations on implementing training when the plan is finalized and on an ongoing basis. This will include:



- Initial training for all County Staff
- What kind of training new hires will receive during orientation
- How often training will take place for existing employees
- What kind of training happens directly following an incident
- Communication protocols in the event of an incident or breach
- Role-based training and guidelines

DELIVERABLE 3.1 PHYSICAL TRAINING AND TRAINING MANUAL

We will develop an in-person training program to familiarize Arlington County employees with the Security Training Manual and Role-Based Guidelines developed with the PSRA. This training will be divided into a series of three modules:

- Security Responsibilities for Employee
- Security Responsibilities for Manager
- Security and Emergency Role-Based Guidelines

Each module will focus on a key component of Arlington County's security protocols. Every module will contain:

- A terminal learning objective, which will focus on the most important concepts that employees must understand and implement.
- Enabling learning objectives that divide each module's central point into focused principles.
- 30 to 45-minute modules supported by a PowerPoint Presentation, knowledge check, and cross references to the both the Security Training Manual and Role-Based Guidelines.

These modules will help socialize these documents with employees and facilitate future updates to all materials. Furthermore, by developing the training in modules, Arlington County will be able to deliver focused initial and refresher trainings on concepts that are most needed by employees.

Finally, all of these materials will be developed in a Train-the-Trainer (TtT) format. Instructors from iParametrics and CHHS will lead the initial physical training and review the security protocols and teach Arlington employees how to deliver the materials to other employees. In this way, Arlington County's training program will be self-sustaining once we have completed the initial training.

DELIVERABLE 3.2 VIRTUAL TRAINING

In addition to the physical training, we will create online training modules to focus on key concepts contained in the Security Training Manual. Each of these modules will contain visualizations, images, learning activities, and voiceovers and will contain assessments that demonstrate mastery of the material.

The modules can be sent to all employees as introduction for new employees and continuing education for current employees. They can also be used to track annual training and updates.

We typically build training modules in Articulate using Storyline (which publishes in Flash, HTML5, or Articulate Mobile Player), but we can use nearly any content developer that is compatible with Arlington's Learning Management System (LMS).



Once we have developed these modules for Arlington County government, employees will be able to update these modules as needed. Moreover, they will have the capacity to develop and integrate additional modules on new topics, thereby creating an online curriculum for the County.

Please note, especially in the virtual space, we must be mindful of accessibility issues. The Americans with Disability Act (ADA) of 1990, Section 504 & 508 of the 1973 Rehabilitation Act - individuals should have equal accessibility to the same information and interactions. We would ensure that:

- Hyperlinks are formatted in a readable fashion for people using a screen reader
- There is alternative text describing any images/graphics for screen readers
- There are transcripts or close-captioning of audio/video
- If any materials are attached, there are PDFs/JPEGs/other formats aren't readable
- Course is able to be navigated by keyboard alone

Finally, we would ensure that all of our virtual materials would meet the requisite standards to be SCORM (Shareable Content Object Reference Model) compliant.

This deliverable includes research, meeting with Subject Matter Experts (SME), creating a course outline, developing the content, designing the look, writing the script, finding/editing graphics and video, creating interactions such as course navigation, recording/editing audio, testing the course, making adjustments, and ensuring the course is packaged correctly.

Our intent is to provide an interactive, multi-media course that is ADA-compliant and manageable by the County once our work is complete.

TEAM BIOGRAPHIES

Your team will be led by a group of knowledgeable professionals with decades of similar past experience on similar government buildings. Your team will be led by:

EDDIE WISE, CPP, PROJECT MANAGER AND LEAD SECURITY CONSULTANT

Eddie Wise serves as iParametrics' Vice President of Homeland Security and has over 34 years of hands-on experience supervising emergency management, and security and law enforcement operations and forces around the world, including federally designated critical infrastructure. He is an ASIS Certified Protection Professional (CPP) and has assessed over 4,500 facilities. Eddie has years of experience managing large multi-year, nationwide security programs and has been involved in protecting some of the nation's most critical infrastructure. This includes significant experience with large government campuses which require a balance of public access and public safety and security.

Eddie is responsible for the development and execution of physical security, threat and hazard analysis with penetration testing, law enforcement, emergency management and force protection doctrine, operations, and plans for clients such as the Department of Energy (DOE) Emergency Preparedness Program, the International Boundary and Water Commission (IBWC) Security Access Control Program, Department of Commerce Security Office, the US Coast Guard Physical Security Program, the Defense Threat Reduction Agency Joint Staff Vulnerability Assessment, the Social Security Administration (SSA) Office of Protective Security Services Assessment



Program, the Internal Revenue Service (IRS)'s ISC Compliance Program, the Austin Energy Physical Security and Risk Assessment Program, and the Mecklenburg County, NC, Enterprise Wide Risk Assessment Program.

Eddie holds a Department of Defense TS/SCI, Department of Energy "Q" security clearances, and HSPD-12 compliant screening by the Department of Homeland Security (DHS), the SSA, and the IRS.

YANCEY GARDNER, SENIOR SECURITY CONSULTANT

Yancey Garner is a former Deputy Chief of Police from the United States Capitol Police in Washington, DC. He performed security assessments, security program management, and security plan development for the government buildings and monuments on the Capitol campus. In this role, Yancey participated in the management of the Capitol buildings, grounds, and all security related infrastructure, systems, and programs across the Capitol Campus of the United States, including planning, coordinating, and executing security for major First Amendment events such as large-scale demonstrations, State of the Union addresses, Presidential Inaugurations, Congressional Gold Medal ceremonies, and heads of state visits.

Yancey served over 32 years in law enforcement serving the United States Congress, their constituents, and the congressional community. Yancey's work as the co-chair of the Department's Executive Management Team included the planning, preparation, and execution of the Department's Force Development Business Process. As part of these duties, he has experience in managing threat, vulnerability, and risk assessments, security gap analyses, environmental assessments, and developing business case proposals for consideration in preparing the Department's \$300 million operating budget. Yancey holds a DHS Top Secret security clearance.

MICHAEL VESELY, JD, TRAINING CONSULTANT

Michael Vesely is currently a Senior Law and Policy Analyst and the Center's Academic Program Director. He has worked on a wide range of emergency and crisis management projects for CHHS, including strategic policy development and exercise and training. He served as a subject matter expert for Senior Crisis Management Seminars through the Center's work with the U.S. State Department, Office of Anti-Terrorism Assistance, and has spoken before NATO on lone wolf terrorist threats.

Mike is also a certified DHS instructor, having completed the Instructor Training Certification Program at DHS' Center for Domestic Preparedness in Anniston, Alabama. He has received additional training in COOP, NIMS, HSEEP, and ICS and currently serves as the senior instructor for the DHS COOP team. In addition to his involvement with disaster planning for both state and private entities, Mr. Vesely also worked as a planner for the Mid Atlantic Regional Center of Excellence for Biodefense and Emerging Infectious Diseases Research (MARCE), a consortium comprised of fourteen universities, seven government partners, and 10 corporate partners working together to improve the nation's public health response system. Finally, Mr. Vesely has led CHHS' work concerning economic security issues; this work has largely focused on derivatives and the effect that these transactions have on energy commodities.

MARQUIS LAUDE, CPP, CHS-V, SECURITY ENGINEER

Marq Laude has more than 30 years of security industry experience designing, installing, and commissioning security and life safety systems. His extensive experience portfolio, including over 15 years of government contracting, demonstrates the ability



to successfully manage concurrent multi-million-dollar programs involving multiple locations in the government and private sectors. His expertise and certifications encompass program management, government contracting, federal law enforcement, federal agent and protective security, security management, surveys and assessments, electronic and physical security systems (ACS, IDS, CCTV, force protection, barriers, etc.) system design, installation, integration, testing, and commissioning, investigations, training and development, problem solving, and communications.

Marq's unique and comprehensive security background qualifies him to fill almost any security management role. Marq was previously a Special Agent with the United States government and was in charge of multiple protective service missions conducting and supervising worldwide protective service missions for then-Secretary of Defense, The Honorable Richard B. Cheney, and the Chairman Joint Chiefs of Staff, General Colin Powell. He was also a Protective Services Agent from 1989-1992.

STEVE THIBODEAUX, PSP SENIOR CONSULTANT AND ELECTRONIC SYSTEMS SME

With over 32 years of experience, Steven Thibodeaux is a certified ASIS Physical Security Professional (PSP) and ISC Risk Management Professional and Senior Risk and Security Specialist completely versed in program threat and risk assessments with penetration testing, physical security, international counter-terrorism, criminal operations, state and national level threat intelligence agencies, sources, and interpretation. He has performed over 1,200 physical security and electronic security system assessments for numerous federal, state, and local governmental agencies including national and international Department of Defense (DoD) locations. Steve has led physical security teams responsible for conducting vulnerability assessments, ensuring the work is conducted within security guidelines, ISC regulations, and federal agency standards. He has extensive experience in security and emergency planning and identifying, mitigating, and correcting physical deficiencies critical to the protection of assets, facilities, staff, and visitors. In these roles, he has also conducted vulnerability assessments and surveys, supervised security operations, and trained personnel in the United States and abroad. Steven currently holds a DOD Top Secret and DOE Q Clearances.

PAUL PELLETIER, PROJECT PRINCIPAL

Paul Pelletier has over 26 years of experience working within the engineering, emergency management, homeland security, and technology sectors. As one of the founders of iParametrics, he has performed quality and programmatic management for all company emergency management, risk and homeland security programs since 2005. As the company Project Director for the Public Assistance Technical Assistance Contract, he provides full oversight of four nation-wide contracts in support of FEMA's operations. Over the course of his career, he has worked closely with some of the world's leading engineering companies supporting Federal, State and local emergency management, risk and homeland security programs. Paul served in the United States Marine Corp, is a Texas Department of Public Safety Certified Risk Manager (Class B), and has active Public Trust and inactive DOE L clearances.



EXHIBIT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of iParametrics, LLC ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 19-133-RFP (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, 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, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work

site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: 

Printed Name and Title: Paul Pelletier, Principal

Date: October 25, 2019

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

DETAILED / BROKEN OUT PRICING / BUDGET

ITEM	DESCRIPTION	ESTIMATED HOURS	TOTAL FEE
Task 1	Project Kickoff & Document Review	188	\$ 28,277.00
Task 2	Site Visit (Threat, Vulnerability and Security Risk Assessment) and Stakeholder Interviews	248	\$ 34,273.00
Task 3	Draft and Final Reports to Include Recommendations and Phased Plans, Cost Estimates (ROM), Updated Security Drawings and Supporting Documentation	208	\$ 23,451.00
Task 4	Training Deliverables as outlined in the SOW	210	\$ 47,503.00
TOTAL			\$133,504.00

Note:

- Fees include all labor, transportation, tools, equipment, expenses (travel and otherwise), and other costs anticipated to be incurred by iParametrics/CHHS.
- Billings will be based on the completion of each deliverable to the client. Net 30.

TITLE	RATE
Project Manager	\$175.00
Senior Security Consultant	\$150.00
Security Consultant	\$125.00
Training Manager	\$175.00
Training Consultant and Workshop Facilitator	\$125.00
Administration	\$50.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with producer information (Norton Metro LLC), insured information (iParametrics, LLC), and insurer details (Massachusetts Bay Insurance Company, The Hanover American Insurance Company, Liberty Insurance Underwriters).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Errors.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract Number 19-133-RFP

CERTIFICATE HOLDER CANCELLATION

Table for Certificate Holder (County Board of Arlington County, Virginia) and Cancellation information (Authorized Representative: Scott K. Keil).



ADDITIONAL REMARKS SCHEDULE

AGENCY Norton Metro LLC		NAMED INSURED iParametrics, LLC 178 South Main Street Ste 100 Alpharetta, GA 30009 Fulton	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GEORGIA DIRECTIVE

Due to a change in the Georgia state statute, 33-24-19.1 and directive 120-2-103.07 from the Georgia Insurance Commissioner's office, agents & brokers are no longer legally able to add wording in the Description of Operations section of a Certificate of Insurance other than a reference number from the contract for identification purposes only. This reference may include but not be limited to project number, project name, project description or a general description of work to be performed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;



- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,**

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

- (a) The insured;
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;
- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (8) Caprice or whim of the insured;
- (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or
- (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.



- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.