



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

CONTRACT AWARD COVERPAGE

TO: IBISWORLD, INC. 11755 WILSHIRE BOULEVARD, FL 11 LOS ANGELES, CALIFORNIA 90025	DATE ISSUED: 7/20/2022 CONTRACT NO: 23-LIB-EP-309 CONTRACT TITLE: IBISWORLD DATABASE
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-LIB-EP-309 including any attachments or amendments thereto.

EFFECTIVE DATE: 7/20/2022
EXPIRES: 7/31/2023
RENEWALS: 4 RENEWALS REMAINING
LIVING WAGE: N

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

<u>VENDOR CONTACT:</u> BRIAN ECKELS	<u>VENDOR TEL. NO.:</u> 1 (917) 267-0288
<u>EMAIL ADDRESS:</u> BRIAN.ECKELS@IBISWORLD.COM	
<u>COUNTY CONTACT:</u> PETE PETRUSKI (LIB)	<u>COUNTY TEL. NO.:</u> (703) 228-6339
<u>COUNTY CONTACT EMAIL:</u> PPETRUSKI@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Procurement Officer	7/20/2022
<small>Title</small>		<small>Date</small>



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

AGREEMENT NO. 23-LIB-EP-309

THIS AGREEMENT is made, on the date of execution by the County, between IBISWorld, Inc., 11755 Wilshire Boulevard, Floor 11, Los Angeles, California 90025 ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, Exhibit A – Scope of Work & Pricing, and Exhibit B – IBISWorld Terms and Conditions.

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 WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). The primary purpose of the Work is to provide access to the IBISWorld database. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the 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 execution by the County and must be completed no later than July 31, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement for not more than 4

(four) additional 12-month periods, from August 1, 2023 to July 31, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

The Contractor shall provide the goods and services covered in Exhibit A – Scope of Work & Pricing. The Contractor will submit new pricing for approval by the Project Officer at each renewal.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The County acknowledges that the fee is due at commencement and that there are no refunds upon termination.

7. 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.

8. NO WAIVER OF RIGHTS

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

9. 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.

The County has allocated the funds required by the initial term of this Agreement.

10. 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.

11. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

12. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

13. 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.

14. 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.

15. SEXUAL HARASSMENT POLICY

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

16. 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 material breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

The Contractor may terminate this Contract for cause, if the Contractor has given the County written notice of a material breach and the County has failed to cure the breach within 30 days of the notice.

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.

1. On termination, the Contractor must stop work on the date of receipt of the notice of the termination, and the County must cease using the Work for any purpose and must take reasonable efforts to destroy all copies (hard and electronic) of any Work or any such report, data or other information in the County's possession, power or custody, consistent with its compliance and regulatory responsibilities.

17. 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 of gross negligence and intentional wrongdoing. 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.

18. 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, at its own expense and counsel of its own choosing, 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. The Contractor's indemnity obligations set forth in this paragraph shall not include legal fees and/or costs that County or any of the County Indemnitees might voluntarily incur in the course of participating in the defense of any such claim, except to the extent that any such legal fees or costs are specifically requested by the Contractor. At all times Contractor will retain the exclusive authority to litigate, compromise and/or settle the claim as it deems to be in its best interests, provided that any settlement or compromise contains a complete and unconditional release of the County.

19. OWNERSHIP AND RETURN OF RECORDS

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

20. 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.

21. 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.

22. 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, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

23. 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.

24. 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.

25. 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.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects. Nothing in this section may be construed to allow an inspection of the Contractor's methods for preparing the Work, which at all times is considered proprietary information.

27. 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, which consent will not be unreasonably withheld or delayed.

28. AMENDMENTS

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

29. 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.

30. 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

31. 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.

32. ARBITRATION

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

33. 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.

34. 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.

35. 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.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or

governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. 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.

38. 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 AND RETURN OF RECORDS; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

39. 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.

40. 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.

41. NOTICES

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

TO THE CONTRACTOR:

Brian Eckels, Business Development Consultant
IBISWorld, Inc.
285 Fulton Street, Fl 56
One World Trade Center
New York, New York 10007
Phone: 1 (917) 267-0288
Email: brian.eckels@ibisworld.com

TO THE COUNTY:

Peter Petruski, Project Officer
Arlington County Government
1015 N Quincy Street
Arlington, Virginia 22201
Phone: (703) 228-6339
Email: ppetruski@arlingtonva.us

AND

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

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

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

42. ARLINGTON COUNTY BUSINESS LICENSES

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

43. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

44. 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 - Statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Professional Liability - \$1,000,000 per occurrence
- d. Cyber Security Liability - \$2,000,000 per occurrence

- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- 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.

45. 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

AUTHORIZED DocuSigned by:
SIGNATURE Lucas Alexander

5D2342428F9D4B4...
NAME: Lucas Alexander

TITLE: Procurement Officer

DATE: 7/20/2022

IBISWORLD, INC.

AUTHORIZED DocuSigned by:
SIGNATURE Janine O'Melia

3CC8D983FA8D4F8...
NAME: Janine O'Melia

TITLE: Vice President

DATE: 7/19/2022

EXHIBIT A – SCOPE OF WORK & PRICING

Licensed Product:

Content	Nominated User(s)
US NAICS Industry Collection and iExpert Summaries	5 User Access
US Specialized Industry Collection and iExpert Summaries	5 User Access
250+ Business Environment Profiles	5 User Access

License Fee: \$10,000 includes 12 Months Access to Licensed Product

Additional User Fee: Determined in conjunction with client at time of request.

Other Notes:

- A Client Relationship Manager will be assigned as an available first point of contact for all matters regarding your account (lost passwords, billing, user changes, questions about content and handling your renewal).
- Training and Support is included in the License Fee.

EXHIBIT B – IBISWORLD TERMS & CONDITIONS

1. LICENSE:

1.1 IBISWorld grants to the Client and the Client accepts from IBISWorld a non-transferable and non-exclusive license to access and use the Licensed Product in accordance with these Terms and Conditions and the Terms of Use.

1.2 Access to the Licensed Product is restricted to the Client's Nominated Users who will be entitled to Downloads in accordance with the Terms of Use after completing the Online User Registration.

1.3 Each Nominated User must notify IBISWorld of their respective names and email addresses at the time such Nominated User completes the Online User Registration utilizing the password(s) assigned to the Client by IBISWorld. As part of the Online User Registration, each Nominated User will be assigned a unique identifying number which said Nominated User will utilize every time he or she accesses the IBISWorld Website. IBISWorld may change the password(s) every quarter provided that if it does so it notifies the Client of the new password(s) in advance.

2. RESTRICTIONS:

2.1 The Client must ensure that only Nominated Users access and use the Licensed Product in accordance with the Terms of Use, and that such access and use is only for the purpose of enabling Client to carry on its business in the normal course.

2.2 The Licensed Product may not be reproduced, copied or resold in any format.

Client agrees to take all necessary precautions to assure that no unauthorized persons have access to the Licensed Product and that all authorized persons having access refrain from unauthorized disclosure, duplication or reproduction.

2.3 Each Nominated User is limited to ten Downloads in any twenty-four hour period, thirty Downloads in any one week and one thousand Downloads for the License Period.

2.4 Nominated Users are not permitted to store copies of the Licensed Product or parts thereof on any computer, PDA or network where they can be accessed by Employees who are not Nominated Users.

2.5 Licensed Product can only be used within the United States of America.

3. LICENSE FEE: (see Agreement)

3.1 IBISWorld reserves the right to review and change the License Fee on an annual basis to account for increased production costs, increased Client access and/or government imposed sales taxes.

3.2 If the Client's Nominated Users exceed the number of Nominated Users shown on the Application, the Client must pay to IBISWorld the Additional User Fee for each additional Nominated User from the date when access to the Licensed Product is given to the additional Nominated User in accordance with the IBISWorld Invoice.

4. INTELLECTUAL PROPERTY:

The Client agrees that the Licensed Product and the Content are and will remain the property of

IBISWorld, and that the Client does not have any License or right to use any trade or service mark displayed in the Licensed Product or the Content without the express written permission of IBISWorld. IBISWorld's intellectual property rights in and to the Licensed Products and the Content are protected by United States and international copyright and trademark laws, and Client agrees that its Employees are not authorized to reproduce, copy, republish, upload to a third party or distribute the Licensed Product or the Content, except in accordance with these terms and Conditions.

5. IBISWORLD WARRANTY:

5.1 IBISWorld warrants that during the term of this License it will use commercially reasonable measures to ensure that the information in the Licensed Product is kept up to date and that it is not in violation of any known copyright or confidentiality agreements of third parties.

5.2 IBISWorld warrants that during the term of this License it will use commercially available anti-virus checking software of the highest generally accepted industry standard, at least equivalent to that used to protect its own software, to scan and check for viruses prior to making the Licensed Product available to Client. Notwithstanding the above, IBISWorld makes no representation or warranty concerning (a) the safety or efficacy of the transmission or service providers used by the Client in accessing the Licensed Product, (b) the reliability, quality or availability of the Licensed Product through the Internet, (c) the absence of viruses or other contaminating or destructive properties in the software used by the Client to access or use the Licensed Product and (d) the accuracy and safety of any reference in the Licensed Product to a website operated by a

third party, including any hyperlink used to gain access to such website.

5.3 IBISWorld and its Related Parties make no other representation or warranty relating to the Licensed Product including, without limitation, any representation or warranty as to the merchantability, fitness for any particular purpose or use, accuracy or completeness of the Licensed Product. Client acknowledges and accepts this disclaimer. With the exception of claims for IP indemnification, IBISWorld's and its Related Parties' total liability to the Client or any other person for breach of any of these terms and conditions or in tort (including negligence) or otherwise under or in connection with these terms and conditions or access to or use of the Licensed Product:

(a) will not exceed the License Fee, and

(b) will exclude liability for indirect, consequential or incidental loss or special or punitive damages.

5.4 No exclusion of implied terms or disclaimer or limitation of liability contained in this clause 6 applies to the extent that it is prohibited by law but where liability in connection with a defect in any data or report in the Licensed Product may be lawfully limited to the supply of that data or report again without the defect, liability is so limited.

6. GENERAL

6.1 The Client may not assign its rights under these terms and conditions unless it obtains the written consent of IBISWorld, which consent will not be unreasonably withheld or delayed

6.2 The License Fee has been calculated without regard to any Taxes that a state or local taxing authority may impose on Client's access to the IBISWorld Website or use of the Licensed Product. Whenever Taxes are imposed, IBISWorld will separately state them on an IBISWorld Invoice, and Client will pay IBISWorld the amount of the Taxes or provide IBISWorld with a current tax exemption certificate from the taxing authority imposing the Taxes. Client acknowledges that any challenge to the applicability of the Taxes imposed to the License granted by these Terms and Conditions is solely Client's responsibility.

6.3 Within 7 days from being requested to do so in writing by IBISWorld, the Client must provide IBISWorld with a certificate signed by an Officer of the Client stating at the date of the certificate whether or not clause 2 and, if the License has terminated, clause 4.3, is being observed by the Client and has been observed since the obligations under the relevant clause arose.

6.4 Any violation by Client, its employees or agents of the covenants of this License Agreement would result in damage to IBISWorld that is largely intangible but nevertheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any proven violation of the terms of this License Agreement shall give IBISWorld the right to seek a court ordered injunction or other appropriate order to specifically enforce the provisions of this License Agreement.

6.5 No Third Party Beneficiaries. This License shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

6.6 Survival of Clauses. All clauses set forth in these Terms and Conditions that could

reasonably be construed as surviving the termination of the License, including but not limited to those set forth in sections 2, 4, 5, 6 and 7, shall survive termination of the License.

7. DEFINITIONS: In these Terms and Conditions, unless the context otherwise requires, capitalized terms shall have the following meaning:

"Additional User Fee" means the fee identified for additional Nominated Users set out on the Application

"Archived Reports" means historical copy of the Licensed Product, or any portion of the Licensed Product, not currently displayed on the IBISWorld Web Site.

"Application" means exhibit A ;

"Billing Address" means the address indicated by the Client on the Application as the physical location for billing purposes, which may be different from the Client's requested address for notices set out elsewhere in these Terms and Conditions

"Client" means the specific organization named as the Client on the Application;

"Content" means each element of information, text, statistics, data, material, graphics and software contained in the Licensed Product and the IBISWorld Website;

"Download" means one industry report contained in the Licensed Product or any portion of the Licensed Product accessed within a twenty-four hour period, beginning at midnight eastern standard time. Download does not include Archived Reports unless specified in writing from IBISWorld.

"Employee" means an employee of the Client;

“IBISWorld” means IBISWorld Inc., 11755 Wilshire Blvd, 11th Floor, Los Angeles, CA 90025;

“IBISWorld Invoice” means the periodic billings sent out from IBISWorld to Client

“IBISWorld Website” means the website at the URL www.ibisworld.com and includes all information, text, statistics, data, material, graphics and software contained within that website and its subfolders;

“License” means a non-transferable and non-exclusive right to access and use the Licensed Product on the terms and conditions set forth on the IBISWorld Website and in the Terms and Conditions which are part of the Application

“License Fee” means the License Fee set out on the Application, as modified annually under clause 3.2 below;

“License Period” means the term of access set out on the IBISWorld Invoice;

“Licensed Product” means the information reports published by IBISWorld as specified on the Application;

“Online User Registration” means the online registration at the IBISWorld Website that

enables Client’s Employees to register to access the Licensed Product;

“Nominated User” means an Employee who has completed the Online User Registration

“Person” means and includes a corporation, an unincorporated organization (for example a society or association), a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency;

“Related Party” means, with respect to a Person, a corporation, an unincorporated organization, a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency, that is related to the Person by any percentage of common ownership, control or direction, and in the case of an individual, that is related to such Person by blood or marriage;

“Taxes” means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged including, without limitation, sales taxes but excluding income taxes;

“Terms of Use” means the conditions of use detailed on the IBISWorld Website;