NOTICE OF RENEWAL OF CONTRACT

TO: MARLABS, INC.  
ONE CORPORATE PLACE SOUTH  
PISCATAWAY, NJ 08854

DATE ISSUED: APRIL 1, 2013

CONTRACT NO: 123-11

CONTRACT TITLE: DTS - WEB HOSTING

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective MAY 1, 2013 and expires on APRIL 30, 2014.

This is the FOURTH year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 405-09 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 405-09
2) PRICING FOR THIS EXTENSION TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENTS OTHERWISE BASED ON JANUARY CPI-U

ATTACHMENTS:

1) AMENDMENT NOS. 1 AND 2
2) AGREEMENT NO. 405-09

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: PRAKASH HINGORANI  
VENDOR PAYMENT TERMS: NET 30 DAYS  

TELEPHONE NO.: 732-287-7800 X1469  
EMAIL ADDRESS: PRAKASH.HINGORANI@MARLABS.COM

COUNTY CONTACT: JONATHAN DISTLER

TELEPHONE NO.: 703-228-3909  
EMAIL ADDRESS: JDISTLER@ARLINGTONVA.US

VETTE GONZALEZ  
PROCUREMENT OFFICER

4/1/13

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 405-09
AMENDMENT NUMBER 2
REFERENCE NUMBER 123-11

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 405-09, dated May 11, 2010 ("Main Agreement") as amended by Amendment No. 1 and made between Marlabs Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

REPLACE EXHIBIT B WITH AMENDED EXHIBIT B ATTACHED.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10/25/11

MALABS INC.

TAXPAYER ID NUMBER: 54-18116287

SIGNED BY: [Signature]

PRINT NAME: Kausalya Padmaraju Esq.
AND TITLE: Senior Manager-Legal
DATE: October 17, 2011
County will pay three (3) categories of expenses: monthly (Table 10), annually (Table 11) and one-time (Table 12).

**TABLE 10 -- Monthly Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Monthly (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hosting &amp; Bandwidth (9 Boxes (8 Servers, Google appliance) - Hosting OS, Rack space, Power, etc.) (See Notes 3 and 5)</td>
<td>$3,650</td>
</tr>
<tr>
<td>2</td>
<td>Technical Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Extending Business Day support from 5:00 P.M. to 7:00 P.M.</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>• &quot;Scheduled Support&quot; (See Note 1)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Management of Selectron Interface</td>
<td>$0</td>
</tr>
<tr>
<td>4</td>
<td>Infrastructure Services, Excluding Backup</td>
<td>Included</td>
</tr>
<tr>
<td>5</td>
<td>&quot;Information Technology Services&quot; as defined in Note 10 below (70 hours) See Notes 2 and 11 below</td>
<td>$2,100</td>
</tr>
<tr>
<td>6</td>
<td>Web Development Services (0 hrs/month) See Note 2 below</td>
<td>$0</td>
</tr>
<tr>
<td>7</td>
<td>Google Search Appliance Support</td>
<td>$350</td>
</tr>
<tr>
<td>8</td>
<td>Customized Project Management Services (see Note 6)</td>
<td>$0</td>
</tr>
<tr>
<td>9</td>
<td>Backup Services</td>
<td>$500</td>
</tr>
<tr>
<td>10</td>
<td>Supplying and Managing Hardware</td>
<td>$4,497</td>
</tr>
<tr>
<td>11</td>
<td>Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4)</td>
<td>$0</td>
</tr>
<tr>
<td>12</td>
<td>Disaster Recovery Failover Service</td>
<td>$750</td>
</tr>
<tr>
<td>13</td>
<td>Webtrends Hosting Service</td>
<td>$450</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong> (excluding items to be billed hourly on effort basis)</td>
<td>$14,297</td>
</tr>
</tbody>
</table>
*These fees will be paid monthly after completion of each month's services.

**TABLE 11 -- Yearly Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Annual (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training Services for CMS (60 hours/annum included)</td>
<td>$3,900</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$3,900</strong></td>
</tr>
</tbody>
</table>

**These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.

**TABLE 12 -- One-Time Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>One-Time Fee (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4)</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Technical Support from County-Appointed Vendor for CMS Services</td>
<td>$16,000</td>
</tr>
<tr>
<td>3</td>
<td>One Time Set-up Fee: Transition Services (See Table 4)</td>
<td>$12,800</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong> (excluding items to be billed hourly on effort basis)</td>
<td><strong>$30,300</strong></td>
</tr>
</tbody>
</table>

***These fees will be paid according to the following schedule:

- Line 1 Costs -- $1,500 - Contractor shall invoice once telecommunications line has been purchased from telecommunications vendor
- Line 2 Costs -- These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.
- Line 3 Costs
  - $1,280 to be invoiced following "Kick-Off" meeting
  - $2,560 to be invoiced following approval of detailed written Transition Plan
  - Balance to be invoiced following successful cut-over as defined in this Agreement

Note 1: More details in Exhibit A, Appendix A. Unscheduled support available at $65/hr.

Note 2: Additional hours on a Time and Materials basis at a rate of $65/hr.
Note 3: Contractor shall provide County with 10 Mbps of burstable bandwidth at the hosting location. Variable pricing will be based on the 95th percentile of snapshots taken at 15 minute intervals monthly. Additional bandwidth utilization (if any) above 10 Mbps will be priced at $85/Mbps.

Note 4: Includes cost of one managed router at the Contractor's site, but does not include the cost of any hardware at County location. If County decides to proceed with a private line, Contractor shall evaluate County infrastructure and advise them on the hardware needs to establish a point-to-point private line.

Note 5: Additional virtual server environments using VMware can be added for $200-instance added.

Note 6: County will pay $1,000/day, plus any approved travel expenses, in accordance with the clause Reimbursable Travel-Related Expenses, if the Contractor PM attends more than two (2) on-site meetings in a given calendar month.

Note 7: County will pay no more than $65/hour for any unspecified services provided by the Contractor.

Note 8: In the future the Contractor may be authorized by the Project Officer to purchase additional equipment for the County which will be billed to the County "at cost". Written authorization must be obtained by Contractor in advance from the Project Officer prior to procurement of said equipment.

Note 9: County may procure the Disaster Recovery Failover service from Contractor at the rate of $750/month.

Note 10: "Information Technology Services" is defined to include all services as outlined in Section II.F of this agreement, except for the following changes to "Percussion Rhythmyx CMS Support". Contractor shall continue to perform the following services as part of "Information Technology Services":

1. Proactive monitoring of Percussion Rhythmyx CMS services
2. Troubleshoot and address Percussion Rhythmyx CMS service-related issues (e.g., "hung processes")
3. Monitor and troubleshoot Percussion Rhythmyx CMS-related failure notifications, alerting County if alert requires escalation
4. User administration within Percussion Rhythmyx CMS

Contractor shall only perform other services associated with Percussion Rhythmyx CMS support by written agreement and consent of Project Officer.

Note 11: Contractor shall allow roll-over of unused "Information Technology Services" up to ten (10) hours per calendar month; however the cumulative hours available cannot exceed eighty (80) in a given calendar month.
This Amendment Number 1 ("Amendment") is made on the date of execution of the
Amendment by the County and amends Agreement Number 405-09, dated May 11, 2010
("Main Agreement") and made between Matlabs Inc. ("Contractor") and the County Board of
Arlington County, Virginia ("County").

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

CHANGE THE "TIME OF PERFORMANCE" PARAGRAPH TO READ AS FOLLOWS:

TIME OF PERFORMANCE
Work under this Agreement shall continue from May 1, 2011 until April 30, 2012 (First "Subsequent
Term") subject to any modifications as provided for in the Contract Documents. Upon
satisfactory performance of the Contractor and with the concurrence of the Contractor, the
County may, through issuance of a Notice of Award, authorize continued operations of the
Contractor under the same contract unit prices for not more than three (3) additional twelve
(12) month periods (each period is referred to as "Subsequent Contract Term").

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 4/12/11

MALABS INC.

TAXPAYER ID NUMBER: 54-1816287

SIGNED BY: [Signature]
PRINT NAME SANJAY VIDYADHARAN, ESQ.
AND TITLE: GENERAL COUNSEL
DATE: APRIL 13, 2011
THE COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 405-09

THIS AGREEMENT is made, on the date of execution by the County, between Marlabs Inc. ("Contractor"), One Corporate Place South, Piscataway, New Jersey 08854, a New Jersey based corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Services) and Exhibit B (Price). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

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

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County hosting and managed services for the County's Website as more particularly described in Exhibit A. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the County Department of Technology Services or designee. The Contractor shall not comply with requests and/or orders issued by other than the Project Officer. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Time is of the essence. This Agreement will commence upon the County's execution of this Agreement and will be effective through April 30, 2011.
"Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from May 1, 2011 through April 30, 2015. (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

**CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract unit price(s) shall remain firm for the first thirty-six (36) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in **January** of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the Initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

**CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor’s completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in Exhibit B unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

**PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

**ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.
ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code.

NON-DISCRIMINATION NOTICE
The County does not discriminate against faith-based organizations.

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Purchasing Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

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

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer. In writing of this belief and within ten (10) days thereafter the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.
FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disaster, wars, or an act of God beyond the control of the Contractor, and outside the scope of the Contractor's then current disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for The County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Contract.

SAS-70 CERTIFICATION
The Contractor shall remain SAS-70 certified during the term of this Contract. The Contractor must immediately notify the County if the Contractor loses certification and such certification loss shall be grounds for termination.

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

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

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

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

DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together.
with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

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

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

INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County" for purposes of this section) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

PROTECTION OF PRIVACY AND CONFIDENTIALITY
Contractor agrees that it shall hold the County's information secure and private. Contractor shall not use, disclose, or permit access to confidential information acquired in connection with the services performed under this Agreement, except as necessary or required to perform such services. Confidential information includes, but is not limited to, nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act, personally identifiable health, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise, as well as any information entrusted to any affiliates of the parties. Notwithstanding the foregoing, Contractor and its affiliates shall have the right to use or disclose such confidential information on a limited, need to know basis and only in a secure manner to prevent re-disclosure or improper use if (a) required by applicable law or any court, governmental agency, regulatory authority, or by subpoena or discover request in pending litigation; (b) necessary in connection with any of Contractor's or its affiliates' audit, legal, compliance, or accounting procedures; (c) the information is available or ascertainable from public information (other than as a result of prior unauthorized disclosure); (d) authorized by the County; (e) required to protect against or prevent fraud; or (f) the information was
in Contractor's possession prior to the Effective Date. Contractor will take reasonable steps to safeguard and ensure the integrity of such information and will return or destroy such information upon termination of this Agreement.

Contractor agrees that if there is a breach of data security or any unauthorized disclosure(s) that it will immediately report the breach or disclosure to the County and further report to the County the exact scope and nature of the breach or disclosure as soon as possible upon determination that such breach or disclosure involves County data. Contractor agrees to alert the County regarding any data security breach to any of Contractor's clients' data within 24 hours of the breach. If there is any unauthorized disclosure of County data, the Contractor will take all legal and appropriate industry standard actions to correct and abate the breach or unauthorized disclosure. If requested by the County, Contractor shall notify affected participants of any unauthorized disclosures, the cause of the disclosure and all steps taken to correct the problems. Contractor further agrees to reimburse any participant for actual out-of-pocket losses and all reasonable expenses associated with regard to identity theft (1) by any employee of the Contractor, or such affiliates to which any responsibilities hereunder have been delegated, or by any other person who gained access to participants personal private information by reason of such employment or through acts of an employee of Contractor or affiliate; or (2) by reason of a reasonably foreseeable failure of data security measures undertaken by Contractor to protect personal private information. Reasonable expenses shall include the reasonable costs associated with the restoration of the participant's accurate credit history, including credit monitoring for a reasonable period of time (not less than four (4) years).

Contractor shall ensure that it, its affiliates and any entity to which any responsibility hereunder has been delegated or with which Contractor has a contractual relationship pursuant to which Contractor shares or sends information to such provider under this Contract, shall adhere to this Section and shall take all necessary and reasonable actions, to include but not limited to Internet security, data storage security, network security, enterprise security, etc., to ensure the confidentiality and privacy of the information it receives in its performance of the services described herein.

CONFIDENTIALITY AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's data or inputs. The Contractor agrees that all information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such Records to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than
the Project Officer or designee. The Contractor agrees that all oral or
written inquiries from any person or entity regarding the status of any
Record generated as a result of the existence of this Contract shall be
referred to the Project Officer or designee for response. At the County's
request, the Contractor shall deliver all Records to the Project Officer,
including "hard copies" of computer records, and at the County's request,
shall destroy all computer records created as a result of the County's
request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of
any Contract or Agreement the Contractor enters into with subcontractors or
other third parties for work related to work pursuant to this Agreement.

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

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys
to the County all right, title and interest, including the sole exclusive and
complete copyright interest, in any and all copyrightable works created
pursuant to this Agreement. The Contractor further agrees to execute such
documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this
paragraph are irrevocable. Notwithstanding anything else in this Agreement,
the Contractor's remedy in the event of termination of or dispute over the
terms of this Agreement shall not include any right to rescind, terminate or
otherwise revoke or invalidate in any way the rights conferred pursuant to
the provisions of this paragraph. Similarly, no termination of this
Agreement shall have the effect of rescinding, terminating or otherwise
invalidating the rights acquired pursuant to the provisions of this
"Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input
into any copyrightable materials produced as a part of this Agreement is
prohibited unless the County approves the use of such subcontractors or third
parties in advance and such subcontractors or third parties agree to include
the provisions of this paragraph as part of any contract they enter into with
the Contractor for work related to work under this Contract.

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

a. Pay the subcontractor for the proportionate share of the total payment
received from the County attributable to the work performed by the
subcontractor under this Contract; or

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

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

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

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

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

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

REIMBURSABLE TRAVEL-RELATED EXPENSES
No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of $41.00 or the individual meal rate of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are not required.
Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse the Contractor for no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to $7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 60 days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls (other than 1 call for "safe arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

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

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

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

NONAPPROPRIATION

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

TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and
accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.
After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

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

Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

 Intellectual Property Indemnification - to protect the County against judgments and defend it against intellectual property infringement claims, in the amount of $1,000,000 per occurrence and $5,000,000 aggregate.

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

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

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

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

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

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

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

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

NOTICES

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

TO CONTRACTOR:

Jeff Schott
Marlabs Inc
One Corporate Place
South Piscataway, New Jersey 08854

TO COUNTY:

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

And

Project Officer

NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.
AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

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.

SURVIVAL OF TERMS
In addition to section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; PROTECTION OF PRIVACY AND CONFIDENTIALITY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

HEADINGS
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Marlabs, Inc.

TIN/EIN: 54-1816287

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 5/1/10

NAME AND SDHYADHARAN
TITLE: GEN. COUNSEL
DATE: 05/06/2010
AGREEMENT NO. 405-09
EXHIBIT A

SCOPE OF SERVICES

I. SCOPE

A. Overview: The Contractor warrants that it understands the requirements of the County relative to the Work and agrees to provide a customized managed Web hosting services solution for the County websites listed in Section II.D.1, Table 2, to include setup and management of the County’s hosted service network, dedicated application servers and database monitoring. The Contractor shall provide web hosting and system backup, maintenance and emergency support services. Following cutover (defined in Section V.A.6), the Contractor shall also provide a additional ongoing services as detailed in I.C. and I.D.

B. The Contractor shall first manage a Transition to migrate existing Web hosting and support services to the Contractor’s location (See Section V for Transition details).

As a result of the Transition, the Contractor shall provide the following deliverables from this project:

1. Kick-off meeting
2. Project Schedule
3. Communication Plan
4. Transition Plan
5. Properly installed and configured hosting service network
6. Written acceptance testing certification documents approved by Project Officer
7. Cut-over (defined in Section V.A.6) to Contractor environment
8. Post cut-over support

C. Following successful cut-over, the Contractor shall provide ongoing managed infrastructure services on a monthly basis as detailed in Section II:

1. Hosting services for servers in data center and provisioning of bandwidth
2. Monitor and report on website, network, database, server and Content Management System (CMS) health (See Section II.A.)
3. Provide and maintain identical production, development and test/Quality Assurance server environments (See Section II.B.)
4. Provide the following Infrastructure Managed Services:
   a. Perform system administration including patching, system upgrades and application of service packs (See Section II.E.1.)
   b. Perform nightly data backups (See Section II.E.2.)
   c. Perform Google Search Appliance support (See Section II.E.4.)
   d. Provide Active Directory Support (See Section II.E.5.)
   e. Hardware Warranty Maintenance and Administration (See Section II.E.6.)

Manage “Selectron” Interface (See Section II.E.7.)
f. Provide Dedicated Point-to-Point Telecommunications Line from County Network to Contactor Facility (See Section II.E.8)

D. Following successful cutover (defined in Section V.A.6) to the Contractor's environment, the Contractor shall also provide the following ongoing additional services on a monthly basis:

1. Webmaster/Help Desk Services - See section II.F. for more details.
2. Web Development Services - See Section II.G. for more details.
3. Content Management System (CMS) Training Services - See Section II.H. for more details.

II. SERVICE OVERVIEW

A. Contractor shall monitor and report on website, network, database, server and CMS health. The Contractor's monitoring process is summarized below:

1. Problem Alert: The Contractor shall notify the Project Officer or designee of every problem via email/telephone, within the time specified in the Service Level Agreements (SLAs) in Appendix A, Tables 5 and 6.

2. Resolution: The Contractor shall complete a work ticket to document all of the steps taken/recommended to resolve the problem.

3. Service Response Time: The Contractor shall resolve issues/problem within the time frames as described in Table 6, Appendix A.

4. The Contractor shall monitor the following server processes:
   a. Connectivity to the server and service ports
   b. Central Processing Unit (CPU)/Load utilization
   c. Hardware health, Redundant Army of Inexpensive Disks (RAID) status.
   d. Memory utilization
   e. Storage utilization.
   f. SQL Server Database health status
   g. Application port status
   h. Service Availability
   i. Bandwidth Utilization
   j. Backup status

Note: The Project Officer will finalize specific performance criteria for these processes with the Contractor prior to cutover.

5. Firewall Monitoring and Management - the Contractor shall provide firewall monitoring and management that tracks the following metrics:
   a. Uptime and availability
   b. Firewall CPU load and session thresholds
   c. Vulnerable Packet inspections
   d. Access List Violations
   e. Denial of Service Attacks
f. Intrusion Detections

g. Review configuration changes

Note: The Project Officer will finalize specific performance criteria for these processes with the Contractor prior to cutover.

B. Contractor shall provide identical production, development and test/quality assurance server environments, ensuring they are in sync according to a schedule agreed to by the Project Officer. See Sections II.D. -II.E. for server specifications.

C. Network Topology - The Contractor shall provide a network topology for the managed hosting services solution for County as illustrated in Figure 1.

![Network Topology Diagram]

Figure 1 - Network Topology

D. Server Environments - The Contractor shall provide the following server infrastructure to the County, subject to hardware availability. In the event that the hardware is not available, the Contractor shall provide hardware of equal or better configuration as approved in advance by the Project Officer.
1. DMZ (Hardened Environment) -- The environment shall comprise of four (4) dedicated servers for Production (x2 - clustered), Testing (x1) and Development (x1). See Table 1 for DMZ Server details. The Contractor shall host the websites listed in Table 2 in the DMZ:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Host</th>
<th>Role</th>
<th>S/w</th>
<th>Parent</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Web server Production w/ Active-standby*</td>
<td>Single Web server hosting all the domains for Production [Virtual Hosting]</td>
<td>Windows 2003 R2 ASP .NET Microsoft IIS Microsoft Access Webtrends</td>
<td>PHYSICAL SERVER</td>
<td>HP PROLIANT DL 360 G6 QUADCORE XEON E5540 2.53 GHZ HP MEMORY 48 GB HP DUAL PORT HARD DRIVE -146 GB x 4 SAS ELECTRONIC HP CARE PACK 4 HOUR 24 X 7 SAME DAY</td>
</tr>
</tbody>
</table>

* - All application and database software other than operating systems, SQL Server, and virtualization software to be provided by County
Table 2 - County Websites to Be Hosted in DMZ

<table>
<thead>
<tr>
<th>Website</th>
<th>Domain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlingtonva.us</td>
<td>buyarlingtonvabonds.com</td>
</tr>
<tr>
<td>arlingtonva.us/teens</td>
<td>news.arlingtonva.us</td>
</tr>
<tr>
<td>alert.co.arlingtonva.us</td>
<td>arlingtonlibraryfriends.org</td>
</tr>
<tr>
<td>arlington.us</td>
<td>arlingtonlibraryfriends.com</td>
</tr>
<tr>
<td>arlingtonway.com</td>
<td>apfy.org</td>
</tr>
<tr>
<td>arlingtonway.net</td>
<td>stayarlington.com</td>
</tr>
<tr>
<td>getrealnow.net</td>
<td>library.arlingtonva.us</td>
</tr>
</tbody>
</table>


Table 3 - Trusted Zone Server/Software Details

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Host</th>
<th>Role</th>
<th>S/w</th>
<th>Parent</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (x2)</td>
<td>CMS/SQL [Prod]</td>
<td>CMS with SQL for production</td>
<td>Percussion Rhythmyx CMS, Version 6.52 SQL Server 2005 SP3</td>
<td>PHYSICAL SERVER</td>
<td>HP PROLIANT DL 360 G6 QUADCORE XEON E5540 2.53 GHZ HP MEMORY 64 GB HP DUAL PORT HARD DRIVE -146 GB x 4 SAS ELECTRONIC HP CARE PACK 4 HOUR 24 X 7 SAME DAY</td>
</tr>
<tr>
<td>2</td>
<td>CMS/SQL [Test]</td>
<td>CMS with SQL for Testing</td>
<td>Percussion Rhythmyx CMS, Version 6.52 SQL Server 2005 SP3</td>
<td>PHYSICAL SERVER</td>
<td>HP PROLIANT DL 360 G6 QUADCORE XEON E5540 2.53 GHZ HP MEMORY 64 GB HP DUAL PORT HARD DRIVE -146 GB x 4 SAS ELECTRONIC HP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CARE PACK 4 HOUR 24 X 7 SAME DAY</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CMS/SQL [Devel]</td>
<td>CMS with SQL for Development</td>
<td>PHYSICAL SERVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HP PROLIANT DL 360 G6 QUADCORE XEON E5540 2.53 GHZ</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>HP MEMORY 64 GB</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>HP DUAL PORT HARD DRIVE -146 GB x 4 SAS</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>ELECTRONIC HP CARE PACK 4 HOUR 24 X 7 SAME DAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Storage Specifications

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>3 TB Disk Array</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Dell MD3000i</td>
<td>Primary Storage for Virtual Machines (VM) and Database</td>
<td>On iSCSI</td>
</tr>
</tbody>
</table>

4. Google Search Appliance (GSA) — The County will provide the Google Search Appliance.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Google Search Appliance</td>
<td>Integrated hardware and software search solution</td>
<td></td>
</tr>
</tbody>
</table>

E. Infrastructure Managed Services — This section describes in more detail the Infrastructure Managed Services to be provided by the Contractor to the County.

1. System Administration — Contractor shall administer all system patches, upgrades and service packs on the County’s behalf to the CMS, server operating systems and GSA. All system maintenance shall be scheduled in advance and in consultation with the Project Officer to establish a maintenance window to avoid unscheduled downtime. In the event that Contractor’s technical team deems the maintenance to be critical, maintenance may be done without waiting for the Project Officer’s consent. However, even in such circumstances, the Contractor shall strive to accommodate the County’s requirements. See SLAs in Tables 5 and 6, Appendix A for additional information.

2. Nightly backups of server and databases: Disaster Recovery: Contractor shall restore files and services as needed according to SLAs (see Tables 5 and 6, Appendix A). Primary storage of Virtual Machines and Database clusters will be on Storage Area Network as illustrated in Figure 1. Total storage requirement shall be approximately two (2) Terrabytes (TB) which shall include database raw device Logical Unit Numbers (LUNs) and Virtual Images. Contractor shall perform the following data backup scheme:


b. Once a week - Full backup.
c. Archive four (4) weekly and twelve (12) monthly backups.

3. Management of Domain Name System (DNS) for website related accounts - The Contractor shall provide information to the Project Officer necessary for the County to manage DNS for website related accounts. The County will at all times be solely responsible for DNS management.

4. Google Search Appliance Support - In addition to providing connectivity and rack space in a data center (see Section II.D.5.), the Contractor shall coordinate technical support for the appliance with Google on behalf of the County. The Contractor shall contact Google on the County's behalf for technical assistance and if such help is not available, the Contractor shall provide technical assistance independent of Google. The Contractor shall specifically request permission to provide the County with any billable technical support related to Google Search Appliance technical support. The Contractor shall only proceed with this billable work with prior approval from the Project Officer.

5. Active Directory Support -- the Contractor shall provide a separate Active Directory environment for hosting environment and provide relevant support for the County.

6. Hardware Maintenance and Warranty Administration -- the Contractor shall provide manufacturers' warranty and support for all Contractor-provided equipment. In the event the Contractor identifies a hardware failure with such equipment, the Contractor shall work to resolve the issue as per the terms of the maintenance agreement.

7. Managing “Selectron Interface” -- the County Web server currently hosts a third-party .NET-based application from a company called Selectron. The Contractor shall interface with Selectron to provide technical support for this application, including applying any patches, upgrades or executing scripts at the request of the Project Officer. The Project Officer may cancel this service at any time, after notifying the Contractor.

8. Dedicated Point-to-Point Private Telecommunications Line from County Network to Contractor Facility -- Contractor shall secure a private “Point-to-Point” telecommunications connection from the County network to the Contractor’s facility. The Project Officer may cancel this request if, following discovery sessions held during the transition (See Section V), the Project Officer determines this service is not needed.

F. Webmaster/Help Desk Service - The Contractor shall provide up to one-hundred (100) hours each month of services categorized as “help desk” or “webmaster”. The Contractor shall allow roll-over of unused webmaster support up to forty (40) hours in any given calendar month; however, the cumulative hours available cannot exceed 140 hours in a given calendar month. The Contractor shall not create content to be published onto the County website. The Project Officer shall identify and authorize personnel who are eligible to send requests to the Contractor, and the Contractor shall accept work requests only from such authorized personnel. Such work includes but is not limited to:
1. Website administration and support including Percussion Rhythmyx CMS.

2. Content publishing to the County website using the County CMS application.

G. Web Development — The Contractor shall provide eighty (80) hours per month of website development services. The Contractor shall allow roll-over of unused web development support up to forty (40) hours in any given calendar month; however, the cumulative hours available cannot exceed 120 hours in a given calendar month. The Project Officer shall identify and authorize personnel who are eligible to send requests to the Contractor, and the Contractor shall accept work requests only from such authorized personnel. Such work includes but is not limited to:

1. Project scoping and estimation;

2. Website design;

3. Website development; and

4. Other programming/scripting and some interactive forms using .NET.

H. Periodic Content Management System (CMS) end-users training — The Contractor shall provide up to sixty (60) hours per contract year to design, produce and provide software training to County users. Training shall be provided via the web according to a schedule approved by the Project Officer with onsite training available if requested by the Project Officer. If on-site training is requested, travel expenses must be authorized in advance by the Project Officer. Figure 2 illustrates the Contractor training process. The Contractor’s training program’s curriculum and schedule shall be finalized with the Project Officer during the Transition (See Section V.).
I. Disaster Recovery Service - Contractor’s hosting facility (primary facility) may become unavailable in the future, affecting the availability of the County’s hosted managed solution. In the event Contractor hosting facility becomes unavailable, Contractor shall install and configure all infrastructure components of the hosted managed solution described in Section II in another Contractor facility (new primary facility), restoring infrastructure component availability within three (3) calendar days. Project Officer must certify that the new primary facility is available once notified by the Contractor. If Contractor is unable to activate the secondary facility within three (3) calendar days, County shall receive three (3) months hosting credit for each 24 hour delay until new primary site is certified as available by the Project Officer.

County may procure “Disaster Recovery Service” in the future. If purchased by County, Contractor shall provide the exact infrastructure solution described in Section II, physically locating equipment in a separate Contractor-owned facility (secondary facility). In the event that the primary facility becomes unavailable or at the request of the Project Officer, Contractor shall activate the secondary facility within one (1) hour from the time that the primary facility becomes unavailable. “Activation” is defined to include the availability of all key infrastructure components outlined in Section II of this Agreement. Project Officer must certify that the secondary facility is available once notified by the Contractor. If Contractor is unable to activate the secondary facility within one (1) hour, County shall receive three (3) months hosting credit for each 24 hour delay until secondary site is certified as activated by the Project Officer.

Figure 2 -- Contractor Training Process

J. Customized Project Management Services

1. Role of the Project Manager During Transition: The Contractor shall assign a Project Manager (PM), who must be approved by the Project Officer and who will be the single point of contact from the Contractor for the County. The Project Manager shall not be changed or replaced without the approval of the County. The PM shall be responsible for managing the Transition (see Section V.), coordinating with the Project Officer designee and other resources as needed. The PM shall also identify and allocate appropriate Contractor resources and shall ensure the Transition is on schedule. The PM shall finalize, with Project Officer approval, all deliverables listed in Section V. The PM shall also be responsible for providing timely updates to the Project Officer as per the required Communication Plan (see Section V.A.2.a.).

2. PM Time Allotment During Transition - The PM shall dedicate eight to twelve (8-12) hours per week during the Transition, unless an alternative schedule is agreed to by the Project Officer. The Contractor shall propose a specific schedule for onsite meetings to conduct the Transition (see Section V.A.2.b); the remaining hours for the PM shall be executed from the Contractor's offices in Piscataway, NJ.

3. Role of the Project Manager Following Transition: If Project Officer approves, Contractor shall assign the same PM from the
Transition to County for post-Transition services. The PM shall oversee the hosting and support process to make sure all work is being executed in a timely manner. The PM shall also be responsible for making sure the SLAs (See Tables 5 and 6, Appendix A) are fulfilled. The PM’s responsibilities shall also include providing analysis/consultative services. The PM shall act as first point of escalation in case of any concerns from the County.

4. PM Time Allotment Following Transition: The PM shall spend five (5) hours per week, as directed by the Project Officer, on the following activities as part of the Contractor’s responsibilities for the County:
   - Attend weekly status meetings with internal Contractor team at the Contractor site;
   - Review and Updating SLA tracker;
   - Review Project Plan, and
   - Develop/Deliver Status Reports to the County.

PM shall also provide up to ten (10) hours per month performing the following activities:
   - Participate in off-site review and issue resolution discussions with the Project Officer or designee;
   - Conduct off-site technical consultations with the Project Officer or designee; and
   - Attend up to two (2) meetings per month at the County offices.

The Contractor shall not charge the County for travel-related expenses associated with on-site visits without prior authorization from the County Project Officer.

5. The PM’s role shall be reviewed by the Contractor and the Project Officer through mutual discussion every three (3) months, or as needed. The Project Officer will request the PM’s replacement if three (3) or more problems in a three (3) month period have been identified in writing by the Project Officer. Within ten (10) business days of a written request from Project Officer, the Contractor shall replace assigned PM with new PM, who must be approved by the Project Officer.

6. The Contractor shall also assign a Business Manager to the County to facilitate ongoing relationship management and business level program monitoring. Typical activities of the Business Manager may include the following:
   a. Act as the Contractor’s representative during relationship and planning discussions with County;
   b. Collaborate on common goals with the County’s business teams, as directed by the Project officer;
   c. Participate in review of communication strategy and messaging plans, as requested by the Project Officer;
   d. Collaborate on the review of performance measurement and metrics plans as required by the Project Officer;
   e. Work with the County Executive Leadership Team as requested by the Project Officer.
III. INSTALLATION AND CONFIGURATION ACTIVITIES

As part of the transition to the new environment, the Contractor shall undertake the following installation and configuration activities (See Table 4). Contractor shall produce a finalized list of these activities, to be approved by Project Officer, during the Transition (see Section V.A.3.d).

Table 4 - Installation and Configuration Activities

- Procure Hardware and Software not to be supplied by the County as part of this agreement
- Configure Datacenter
  - Setup rack
  - Configure Network and firewall
  - Configure Storage Sizing
- Prepare hardware
- Configure and Install Production (Web & CMS/Database) Cluster
- Configure and install VMware and set up one (1) virtual environment per machine for Web-Development and Web-Test machines
- Install software
- Configure SAN LUNs on hosts
- DMZ
  - Install Operating Systems
  - Update Security Patches
  - Install and configure Internet Information Services (IIS) for Production, Testing and Development Servers
  - Migrate data from old Web server
  - Configure application components with the Project Officer
  - Configure Network Address Translations (NAT) for DMZ
  - Make DNS Zone changes - In coordination with the Project Officer
- Configure Load Balancer
- Internal Network
  - Install operating systems on Production, Testing and Development Servers
  - Setup SQL 2005 on Production, Testing and Development Servers
  - Prepare Active-Passive Server for Production SQL failover
  - Install security patches
  - Install and Configure Percussion CMS Software, in coordination with the Arlington Project Officer
  - Migrate Databases in coordination with the Project Officer.
- Migrate and configure Google Search Appliance in coordination with the Project Officer.
- Conduct initial testing of new infrastructure
- Complete Transition documentation and obtain approval from the Project Officer.
IV. TECHNICAL SUPPORT DETAILS

A. The Contractor shall provide technical support as per the SLAs in Tables 5 and 6, Appendix A.

B. Operating System/Network Support - The Contractor shall provide unlimited support troubleshooting to resolve any operating system and network related issues. In the event that the Contractor determines that the issue is not related to the operating system or the network, the Contractor shall work with the Project Officer or designee, including any external vendors specifically identified by the Project Officer to resolve the issue.

C. Additional Support Details

1. Technical support schedule is set forth in Section IX.H. in Appendix A.

2. The Contractor shall maintain a detailed log of the hours spent on support and shall provide this information to the Project Officer at the end of each month.

3. At least every six (6) months, the Contractor and the County shall jointly review the usage of the allocated hours for each of Website Development and Webmaster services. If the allocated hours are being used disproportionately, the County shall be allowed to rebalance the allotment such that the County’s total expense does not rise.

4. Minor support requests (defined as requiring less than two (2) hours) for Website Development shall be worked upon without approval. All other requests shall proceed only after effort estimate has been approved. Level of effort (LOE)/estimation work shall be billable and considered part of “Website Development” service (see Section II.G.).

V. TRANSITION FROM ARLINGTON TO CONTRACTOR

A. The Contractor shall conduct a Transition that shall be completed no later than ten (10 weeks) from the date of the Kick-off meeting (see V.A.1.). The purpose of this Transition is to migrate existing County Website infrastructure from the County’s facilities to the Contractor’s. If the Contractor fails to complete the Transition within this ten (10) week period, the Contract may be terminated and upon such termination the Contractor shall return to the County all equipment and data and refund the County any payments made to the Contractor under the Contract to the date of termination. The Transition shall consist of the following phases:

   1. Kick-off Meeting - Formally begins the Transition project. The Contractor shall periodically visit the County’s facility over a four (4) week period following kick-off to conduct subsequent phases outlined below.

   2. Discovery - During this phase, Contractor shall understand and document current County environment and identify key knowledge areas and sources of this knowledge. Specifically Contractor shall identify key infrastructure components to be mapped to new environment in Transition Plan (see V.A.3). Contractor shall produce the following deliverables: Communications Plan and Project Schedule.
a. Communications Plan – Contractor shall produce a plan to Project Officer that:
   i. Identifies sponsors, project manager and other key project participants
   ii. Includes a meeting schedule approved by Project Officer
   iii. Details a change management procedure approved by Project Officer
   iv. Specifies a schedule of written summaries to be provided to County according to Project Officer discretion

b. Project Schedule – Contractor shall provide a detailed project schedule, for approval by the Project Officer, that includes:
   i. Tasks to be performed
   ii. Duration of tasks
   iii. County and Contractor personnel performing tasks
   iv. Deliverable dates for tasks

3. Planning -- During this phase, Contractor shall generate a detailed Transition Plan to the Project Officer. This plan shall include:
   a. A summary of key findings from the Discovery Phase V.A.2.
   b. Documentation mapping key infrastructure components in existing County environment with same components in Contractor environment
   c. Mitigation strategies, approved in advance by Project Officer, to address technical issues identified during Discovery phase
   d. Finalized list of installation and configuration activities to be performed during transition (see Section III).
   e. Procedure Contractor shall follow when transporting Google Search Appliance to Contractor facility.
   f. All data identified by Contractor to be restored by Contractor from County-provided media
   g. Testing plans, including testing scripts
   h. Deployment plans for each key infrastructure component, including written certification criteria for County acceptance testing
   i. Contingency planning during Step V.A.3.h.

4. Installation, Migration and Configuration – Contractor shall conduct all activities outlined in V.A.3.d.

5. Testing – Contractor shall conduct testing to ensure that County Websites, databases, applications and Google Search Appliance are functioning per certification criteria established in Section V.A.3.h. Project Officer or designee will conduct testing (“Acceptance Testing”) to certify that Websites and applications are functioning, using certification criteria established in Section V.A.3.h. Testing phase is not complete until County in writing certifies testing acceptance of all key infrastructure components. If after three (3) attempts the Contractor fails to achieve certification from the County, the Contract may be terminated and the Contractor shall return to the County all equipment and data and
refund to the County all payments made to the Contractor under this Contract to the date of termination.

6. Cut-over - Once the County certifies in writing that the Contractor hosted application is ready for production (see V.A.5), the County will initiate necessary DNS changes to commence cutover.

7. Post Cut-over Support - Contractor shall provide up to ten (10) hours of post cut-over (defined as date when services are live at the Contractor’s location) support to County to resolve issues related to cut-over.

B. The Project Officer will decide the exact duration of the phases after discussion with Contractor at the conclusion of the Discovery Phase V.A.2.

C. Additional Notes on the Transition:

1. The Contractor shall minimize the downtime of the applications and websites.

2. The Contractor shall publish a “cutover date” and time for each website/application being transitioned.

3. The Contractor shall conduct final transition preceding cutover date over a weekend to minimize disruption to the availability of the services to the County and its customers.

4. The Contractor shall restore differential backups since the last restore or a full backup preceding cut-over.

5. The Project Officer will postpone cut-over if he, in consultation with the Contractor, Project Officer determines that identified issues have not been resolved prior to cut-over.

D. Third Party Support from County-Appointed Vendor - The County currently receives critical technical support from a third-party vendor for CMS-related projects. This vendor will need to perform knowledge transfer to the Contractor in order for the Contractor to successfully transition environment (see Section VII.B.2.). The County will fund one-hundred (100) hours of this vendor’s services to support the Transition as described in Section V.A. The Contractor shall procure any additional services required by this vendor, either during the transition or following the transition, in order for Contractor to fulfill their duties as outlined in this agreement.

VI. Customer Service

A. Contractor shall use the following tools to track and manage issues and services.


2. Multi-Router Traffic Grapher (MRTG) and Round Robin Database Tools (RRDtools).


4. Intermapper.

5. Smokeping.

B. Ticket Handling - The Contractor shall provide a web based Ticket Handling (work order) system that is available 24 x 7 to the County. Customer
support shall be available for the County 24 hours daily, 7 days a week; however, support shall be provided only as per SLAs in Tables 5 and 6 in Appendix A.

C. The County will report incidents by either calling the Contractor’s helpdesk via a toll free number or submitting a helpdesk ticket (see Section VI.B.). The Contractor’s Global Command Center (GCC) and Managed Services Incident Management Work Flow and escalations are as shown below in Figure 3:

![Figure 3 -- Global Command Center](image)

D. As shown in Figure 3, the County (referred to as “Client”) shall be notified by phone and/or email whenever Priority 1 (P1) and Priority 2 (P2) level issues occur (see Appendix A, Table 9 for Incident Definitions, e.g., P1, P2, etc.).

VII. MISCELLANEOUS

A. The Contractor shall not be directly involved in analysis or deriving information whatsoever from the databases or information stored in the County systems.

B. The County will provide the Contractor with knowledge transfer services regarding their existing systems. See Transition, Section V.

C. The County will be responsible for providing applications compatible with the operating systems and third-party systems specified during Transition.

D. The County will provide the Contractor with access to County personnel to facilitate the implementation process and issue resolution.

E. The County will provide source code for their websites and related .NET applications pertaining to this agreement (see Table 2 for website list). The County will be responsible for ensuring that source code delivered to Contractor executes properly in its existing environment.
F. The County will be responsible for any domain name service changes or domain registrar coordination.

G. The County will be responsible for acquiring application-specific software and licensing and third-party warranty coverage, including and not limited to Percussion Rhythm CMS, ASP.NET, Webtrends, SQL Server and Google Search Appliance (hardware & software).

H. The County will coordinate with the current service providers as necessary for transitioning the services.

I. The County-provided Google Search Appliance must be under manufacturer warranty and the Contractor must be authorized to act as an agent on the County’s behalf for service related issues.

J. The Contractor shall authorize County personnel, designated and approved by the Project Officer, to access Contractor hosting facility. County must request access by prior appointment to the Contractor.

VIII. TRANSITION AT CONTRACT CONCLUSION

Should this Agreement be terminated for whatever reason, or at the conclusion of this Agreement’s term, a transition project shall take place, involving the migration of the County’s Website from the Contractor facility to a third party or back to the County as designated by the Project Officer. The transition project shall last no longer than 10 weeks and shall be structured with the same phases as stated under Exhibit A Section V.A. of this Agreement unless otherwise directed by the Project Officer.

During this transition project, the Contractor shall perform the following responsibilities:

A. Contractor shall provide newly designated party with knowledge transfer services regarding County’s existing systems.

B. Contractor shall provide applications compatible with the operating systems and third-party systems specified during knowledge transfer.

C. Contractor shall surrender to newly designated party all County data and associated intellectual property, including:
   1. Website files and any source code
   2. Databases
   3. Log files and any relevant statistics for website
   4. Documentation
   5. Backup data from off-site storage
   6. Other Software Owned by the County

D. Contractor shall provide newly designated party with access to Contractor personnel to facilitate the implementation process and issue resolution.

E. Contractor shall coordinate with any current service providers as necessary for transitioning the services.

F. Contractor shall supply any County-owned equipment to the newly designated party.

G. Contractor shall coordinate with newly designated party on a cutover date to be determined, following discussions with each party, by the Project Officer.
The County will be responsible for procuring the services of the new designated party.

Except where involving a Termination for Cause, the Contractor shall provide a written estimate to provide these transition services to the Project Officer, who must authorize the work in advance. The County will pay a maximum of 100 hours, at the hourly rate for additional services of $65.00/hour as set forth in Exhibit B of this Agreement, for these transition services upon termination or the conclusion of this Agreement. When the Agreement is terminated for cause, the Contractor shall provide the transition services at no cost to the County.
APPENDIX A -- CONTRACTOR HOSTING SERVICE LEVEL AGREEMENTS (SLAs)

A. Availability Service Levels - The Contractor shall provide the County with the following SLAs regarding system availability [See Table 5]:

Table 5 - SLAs for Availability Guarantees

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>GUARANTEE (MEASURED MONTHLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NETWORK</td>
<td>Internet availability as well as connectivity between servers</td>
<td>99.9%</td>
</tr>
<tr>
<td>BANDWIDTH</td>
<td>Minimum availability</td>
<td>10mbps</td>
</tr>
<tr>
<td>WEBSITE</td>
<td>Application availability</td>
<td>99.93%</td>
</tr>
<tr>
<td>CMS APPLICATION</td>
<td>Application availability</td>
<td>97%</td>
</tr>
<tr>
<td>DATABASES</td>
<td>Database availability</td>
<td>99.93%</td>
</tr>
<tr>
<td>ALL HARDWARE INCLUDING GOOGLE SEARCH APPLIANCE</td>
<td>Internet and network availabilty</td>
<td>99.9%</td>
</tr>
<tr>
<td>HARDWARE TICKETS</td>
<td>Trouble Tickets addressed as per Table 6 below. If hardware is deemed non-recoverable, hardware shall be replaced thereafter within 8 business hours</td>
<td></td>
</tr>
<tr>
<td>DEVELOPMENT/TEST ENVIRONMENTS</td>
<td>Internet and network availability for the machines</td>
<td>99.9%</td>
</tr>
<tr>
<td>SCHEDULED MAINTENANCE OUTAGES NOTE: Scheduled maintenance outages are excluded from SLA guarantees.</td>
<td>(1) Non-critical</td>
<td>At least 72 hours notice and only with The County consent</td>
</tr>
<tr>
<td></td>
<td>(2) Emergency</td>
<td>At least 24 hours notice.</td>
</tr>
<tr>
<td></td>
<td>NOTE: this involves situation when mission critical action or security related software updates are required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3) Critical</td>
<td>Shall provide advance notice only when and to the extent practicable</td>
</tr>
<tr>
<td></td>
<td>NOTE: this action shall be taken ONLY if Contractor is forced to do so by unforeseen and uncontrollable external factors</td>
<td></td>
</tr>
<tr>
<td>TROUBLE TICKETS</td>
<td>Acknowledgement</td>
<td>30 minutes</td>
</tr>
<tr>
<td>RECOVERY OF FILES</td>
<td>Point-in-time:</td>
<td>Last 24 hrs</td>
</tr>
<tr>
<td></td>
<td>Recovery Objective</td>
<td>Within 8 hours.</td>
</tr>
</tbody>
</table>
B. Notes to Table 5:

1. The SLAs shall be calculated on a monthly basis and based on a 24-hour day.

2. "Availability" is defined as ability for a user to access the system.

C. Response Time Service Levels -- Contractor shall acknowledge all requests within thirty (30) minutes of receiving a ticket. Thereafter, Contractor shall provide service response guarantees as indicated by Table 6:

Table 6 - SLAs for Service Response Guarantees by Incident Category
(See Table 9 for Incident Category Definitions)
(See Appendix A for "Standard Business Hours" and Holiday Designations)

<table>
<thead>
<tr>
<th>Service and Incident Category</th>
<th>Service Response During Standard Business Hours</th>
<th>Service Response During All Other Periods, Including Designated Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service: Hosting and bandwidth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>15 Minutes</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>30 Minutes</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>2 Hours</td>
</tr>
<tr>
<td>Service: Operating System Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>15 Minutes</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>30 Minutes</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>2 Hours</td>
</tr>
<tr>
<td>Service: Webmaster/Helpdesk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>&quot;Scheduled&quot; Support --- see Figure 7 and Section IX.J.3..</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>&quot;Unscheduled Support&quot; - see Figure 8 and Section IX.J.4..</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Service and Incident Category</td>
<td>Service Response During Standard Business Hours</td>
<td>Service Response During All Other Periods, Including Designated Holidays</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Service: Web Development</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>Next Business Day</td>
</tr>
<tr>
<td><strong>Service: Google Search</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Appliance Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>&quot;Scheduled&quot; Support --- see Figure 7 and Appendix A, J.3</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>&quot;Unscheduled Support&quot; --- see Figure 8 and Appendix A, J.4.</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>Next Business Day</td>
</tr>
<tr>
<td><strong>Service: Content Management System Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical (P1)</td>
<td>15 Minutes</td>
<td>&quot;Scheduled&quot; Support --- see Figure 7 and Appendix A, J.3</td>
</tr>
<tr>
<td>Serious (P2)</td>
<td>30 Minutes</td>
<td>&quot;Unscheduled Support&quot; --- see Figure 8 and Appendix A, J.4.</td>
</tr>
<tr>
<td>Normal (P3)</td>
<td>1 Hour</td>
<td>Next Business Day</td>
</tr>
<tr>
<td>Low (P4)</td>
<td>2 Hours</td>
<td>Next Business Day</td>
</tr>
</tbody>
</table>

D. Notes to Table 6 -- Except for Hosting, Bandwidth and Operating System related issues and "Scheduled Support" as defined in Appendix A, paragraph L, if the Ticket is received after 7:00 P.M. EST on a business day, the Service Response shall be guaranteed the next business day.

E. Credits -- In the event that the uptime/availability SLA is not met, the Contractor shall credit the following month's service fee as indicated in Table 7. Such credit shall be retroactive and shall be measured 24 hours-a-day in a calendar month. In the event that the service response SLAs are not met, County will notify Contractor in writing of the violation.
Following three (3) written notifications from the Project Officer within a two (2) month period, Contractor will credit the following month’s service fee as indicated in Table 7.

**TABLE 7 - Monetary Credit for Uptime and Connectivity Related SLAs**

<table>
<thead>
<tr>
<th>Variation from SLA</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 0.5%</td>
<td>10%</td>
</tr>
<tr>
<td>(eg: if SLA is 99.9%, this applies to $99.4%)</td>
<td>(of the monthly hosting service charges)</td>
</tr>
<tr>
<td>0.5+% to 1.0%</td>
<td>20%</td>
</tr>
<tr>
<td>1.0+%</td>
<td>50%</td>
</tr>
</tbody>
</table>

**TABLE 8 - Monetary Credit for Service Response Related SLAs**

<table>
<thead>
<tr>
<th>Written Incidents from Project Officer During Any Two Month Period</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>0%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>30%</td>
</tr>
<tr>
<td>5</td>
<td>50%</td>
</tr>
<tr>
<td>More than 5</td>
<td>100%</td>
</tr>
</tbody>
</table>

F. For all other issues: If it is established that SLAs were not fulfilled because of gross dereliction of duty by the Contractor, Contractor shall credit 50% of the Monthly Hosting Service Charge for any one incident.

G. Limitations - The County shall not receive any credits under these SLAs in connection with any failure or deficiency of website/application availability caused by or associated with:

1. Circumstances beyond Contractor’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of these SLAs.
2. Failure of bandwidth providers to Contractor’s datacenter, unless such failure is caused solely by Contractor.
3. Scheduled maintenance (including emergency, urgent and non-critical) if scheduled as above.
4. DNS issues outside the direct control of the Contractor.
5. Issues with File Transfer Protocol (FTP), Post Office Protocol (POP), Internet Message Access Protocol (IMAP), or Simple Mail Transfer Protocol (SMTP) customer access.
6. Erroneous SLA breaches reported as a result of outages or errors of any Contractor measurement system.
7. County's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding languages (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of Contractor’s Terms and Conditions and Acceptable Use Policy.
8. Email or webmail delivery and transmission;
9. DNS Propagation.
10. Outages elsewhere on the Internet that hinder access to the County account.
11. Browser or DNS caching that may make website appear inaccessible when others can still access it. The Contractor shall guarantee connectivity to those areas considered under the control of Contractor: Contractor server links to the Internet, Contractor’s routers, and Contractor’s controlled servers.

H. Defining “Standard Business Hours”: Standard Business hours are defined as Monday - Friday, 8:00 A.M. EST to 7:00 P.M EST. The following holidays, should they occur during a standard business day, fall outside of standard business hours (note: exact days will change each calendar year):

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving (2 days)
6. Christmas Day (2 days)

I. Defining Incidents - The following table (See Table 9) provides more information about the incidents categories in Table 6:

Table 9 - Defining Incidents

<table>
<thead>
<tr>
<th>Severity</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Critical</td>
<td>Involves Major Features Failure, Data Corruption, Unusable Systems, etc. County is not able to complete production work and issue must be fixed immediately.</td>
</tr>
<tr>
<td>P2</td>
<td>Serious</td>
<td>Involves significant product or feature failure for which an inconvenient workaround may exist. Issues require County to change their production procedures that result in a loss of functionality. Must be fixed.</td>
</tr>
<tr>
<td>P3</td>
<td>Normal</td>
<td>Major failures that have convenient workarounds. Should be fixed.</td>
</tr>
<tr>
<td>Severity</td>
<td>Type</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>P4</td>
<td>Low</td>
<td>Issue of low severity that is not causing significant operational problems.</td>
</tr>
</tbody>
</table>

J. More Detail on Support Process for P1/Critical Issues:

1. Figure 5 describes the process and expected service times for critical issues affecting the network, operating system, hardware or availability of the website at any time and on any day of the year.

2. Figure 6 describes the process and expected service times for critical issues affecting the GSA, CMS or webmaster-related tickets during standard business hours as defined in this Agreement.

3. Figure 7 describes the process and expected service times for critical issues affecting the GSA, CMS or webmaster-related tickets during scheduled support periods as defined in the agreement in Appendix A, paragraph H.

4. Figure 8 describes the process and expected service times for critical issues affecting the GSA, CMS or webmaster-related tickets during unscheduled off-hours. Unscheduled off-hours do not fall within regular business hours or scheduled off-hours times as defined in Appendix A, paragraph H.
Figure 4 - 24X7 Support Model at Contractor
Figure 5 -- Critical Issues, Network, OS, Hardware, Any Day, All Year
Figure 6 - GSA-Webmaster-CMS, "Standard Business Hours", Critical Issue Process
Figure 7 -- GSA-Webmaster-CMS, "Scheduled Support" Critical Issue Process
Figure 8 -- GSA-Webmaster-CMS, "Unscheduled Support" Critical Issue Process
K. Ticket Resolution Process -- Figure 4 illustrates the general 24X7 support process model the Contactor shall follow.

L. Scheduled Support versus Unscheduled Support – The Contractor shall provide up to twenty (20) hours per month of “scheduled support” during typically non-standard business hours as defined in Appendix A, paragraph 3. During “scheduled support”, the Contractor shall agree to all SLAs normally enforced during standard business hours (see Tables 5 and 6, Appendix A). In order to be eligible to use these hours at no extra fee, the Project Officer must schedule “scheduled support” at least twenty-four (24) hours prior to the beginning of the proposed period of scheduled support. The Contractor shall allow roll-over of unused “scheduled support” hours up to ten (10) hours in any given month; however the cumulative hours available cannot exceed fifty (50) hours in a given calendar month.
AGREEMENT NO. 405-09  
EXHIBIT B

PRICE

County will pay three (3) categories of expenses: monthly (Table 10), annually (Table 11) and one-time (Table 12).

**TABLE 10 -- Monthly Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Monthly (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hosting &amp; Bandwidth (9 Boxes (8 Servers, Google appliance) - Hosting OS, Rack space, Power, etc.) (See Notes 3 and 5)</td>
<td>$3,650</td>
</tr>
<tr>
<td>2</td>
<td>Technical Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Extending Business Day support from 5:00 P.M. to 7:00 P.M.</td>
<td>$2000</td>
</tr>
<tr>
<td></td>
<td>• &quot;Scheduled Support&quot; (See Note 1)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Management of Selectron Interface</td>
<td>$150</td>
</tr>
<tr>
<td>4</td>
<td>Infrastructure Services, Excluding Backup</td>
<td>Included</td>
</tr>
<tr>
<td>5</td>
<td>Webmaster/Help desk-CMS services (100 hrs/month) See Note 2 below</td>
<td>$3000</td>
</tr>
<tr>
<td>6</td>
<td>Web Development Services (80 hrs/month) See Note 2 below</td>
<td>$2,400</td>
</tr>
<tr>
<td>7</td>
<td>Google Search Appliance Support</td>
<td>$350</td>
</tr>
<tr>
<td>8</td>
<td>Customized Project Management Services (see Note 6)</td>
<td>$1,500</td>
</tr>
<tr>
<td>9</td>
<td>Backup Services</td>
<td>$500</td>
</tr>
<tr>
<td>10</td>
<td>Supplying and Managing Hardwares</td>
<td>$4,497</td>
</tr>
<tr>
<td>11</td>
<td>Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4)</td>
<td>$1,000</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong> (excluding items to be billed hourly on effort basis)</td>
<td>$19,047</td>
</tr>
</tbody>
</table>

*These fees will be paid monthly after completion of each month's services.*
TABLE 11 -- Yearly Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Annual (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training Services for CMS (60 hours/annum included)</td>
<td>$3,900</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$3,900</td>
</tr>
</tbody>
</table>

**These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.

TABLE 12 -- One-Time Fees***

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>One-Time Fee (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4)</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Technical Support from County-Appointed Vendor for CMS Services</td>
<td>$16,000</td>
</tr>
<tr>
<td>3</td>
<td>One Time Set-up Fee: Transition Services (See Table 4)</td>
<td>$12,800</td>
</tr>
<tr>
<td></td>
<td>TOTAL (excluding items to be billed hourly on effort basis)</td>
<td>$30,300</td>
</tr>
</tbody>
</table>

***These fees will be paid according to the following schedule:

- Line 1 Costs -- $1,500 - Contractor shall invoice once telecommunications line has been purchased from telecommunications vendor
- Line 2 Costs - These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.
- Line 3 Costs
  - $1,280 to be invoiced following “Kick-Off” meeting
  - $2,560 to be invoiced following approval of detailed written Transition Plan
  - Balance to be invoiced following successful cut-over as defined in this Agreement

Note 1: More details in Exhibit A, Appendix A. Unscheduled support available at $65/hr.

Note 2: Additional hours on a Time and Materials basis at a rate of $65/hr.
Note 3: Contractor shall provide County with 10 Mbps of burstable bandwidth at the hosting location. Variable pricing will be based on the 95th percentile of snapshots taken at 15 minute intervals monthly. Additional bandwidth utilization (if any) above 10 Mbps will be priced at $85/Mbps.

Note 4: Includes cost of one managed router at the Contractor's site, but does not include the cost of any hardware at County location. If County decides to proceed with a private line, Contractor shall evaluate County infrastructure and advise them on the hardware needs to establish a point-to-point private line.

Note 5: Additional virtual server environments using VMware can be added for $200/instance added.

Note 6: County will pay $1,000/day, plus any approved travel expenses, in accordance with the clause Reimbursable Travel-Related Expenses, if the Contractor FM attends more than two (2) on-site meetings in a given calendar month.

Note 7: County will pay no more than $65/hour for any unspecified services provided by the Contractor.

Note 8: In the future the Contractor may be authorized by the Project Officer to purchase additional equipment for the County which will be billed to the County "at cost". Written authorization must be obtained by Contractor in advance from the Project Officer prior to procurement of said equipment.

Note 9: County may procure the Disaster Recovery Failover service from Contractor at the rate of $750/month.