NOTICE OF AWARD OF CONTRACT

TO: BOWMAN SYSTEMS, LLC
333 TEXAS STREET, SUITE 300
SHREVEPORT, LOUISIANA 71101

DATE ISSUED: JULY 21, 2011
CURRENT REFERENCE NO: 536-12
CONTRACT TITLE: DHS - HOMELESS MANAGEMENT SYSTEM
PRIOR REFERENCE NO: 355-10

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 24, 2011 and expires on JULY 23, 2012.

This is the THIRD year award notice of a possible FOUR year contract.

The contract documents consist of the terms and conditions of Agreement No. 62-08, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO SERVICE POINT REVISED PRICING TABLE JULY 24, 2011 - JULY 23, 2012.

ATTACHMENTS:

1) SERVICE POINT REVISED PRICING TABLE JULY 24, 2011 - JULY 23, 2012
2) AMENDMENT NO. 1
3) AGREEMENT NO. 62-08

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ROBERT BOWMAN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN):
EMAIL ADDRESS: RBOWMAN@BOWMANSYSTEMS.COM

COUNTY CONTACT: TONY TURNAGE
COUNTY TEL. NO.: 703-228-1319

VENDOR TEL. NO.: 318-213-8780
VENDOR FAX. NO.: 318-213-9764

CONTRACT AUTHORIZATION
Mr. Ashley Barnes
DATE 7/21/11
Buyer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
# ServicePoint Revised Pricing Table

The County Board of Arlington County, Virginia


**NOTE:** Renewal based on current number of licenses (66 as of 06/13/2011). Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

## ServicePoint License Count

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint User License *</td>
<td>66</td>
<td>Number of ServicePoint User Licenses on the ServicePoint Site.</td>
</tr>
</tbody>
</table>

## Fees Billed On a Per License Basis

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint Software Maintenance, Enhancement, &amp; Customer Support $90/license/year</td>
<td>$7,740.00</td>
<td>ServicePoint Software Maintenance, Enhancement, &amp; Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. Includes 10 hours Customer Support per year. Additional support available at $125.00 per hour.</td>
</tr>
<tr>
<td>Bowman Shared Hosting Service $180/license/year less $60/license/year discount</td>
<td>$10,320.00</td>
<td>Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.</td>
</tr>
<tr>
<td>** Report Gallery Access With Report Creation Ability $160/license/year</td>
<td>$960.00</td>
<td>Provides access to Web Intelligence Panel within Reporting Tool. Allows 5 users to create and store reports. One license with access to Web Intelligence Panel is provided to each site automatically. For each 100 ServicePoint User Licenses in excess of the one, an additional license will be given access to the Web Intelligence Panel.</td>
</tr>
<tr>
<td>** Regular Report Gallery Access $80/license/year</td>
<td>$1,440.00</td>
<td>Provides 10 users access to view reports previously created by users with access to Web Intelligence.</td>
</tr>
<tr>
<td>Report Gallery Access Bandwidth Fee $10/license/year</td>
<td>$240.00</td>
<td>Bandwidth fee per named user with Report Gallery access.</td>
</tr>
</tbody>
</table>

**Total Fees Billed On a Per License Basis** $20,760.00

## Flat Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Flat Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIRS Taxonomy License, Integration &amp; Update Fee</td>
<td>$450.00</td>
<td>AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration &amp; Update Fee (Required)</td>
</tr>
<tr>
<td>SSL Certificate</td>
<td>$400.00</td>
<td>This certificate ensures secure transmission of data over the internet. (Required)</td>
</tr>
<tr>
<td>ServicePoint Training Site Annual License &amp; Maintenance $3,000/year less $2,500/year discount</td>
<td>$560.00</td>
<td>A ServicePoint Training Web Site provides an implementation specific site for training purposes and is an important part of any ServicePoint installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.</td>
</tr>
</tbody>
</table>

**Total Flat Fees** $1,560.00

**Grand Total** $22,320.00

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

**One-time Fees:**
- ServicePoint User License: $225/license

**Recurring Fees:**
- ServicePoint Software Maintenance, Enhancement, & Customer Support: $90/license/year
- Bowman Shared Hosting Service: $120/license/year
- Report Gallery Access Fee: $80/license/year
  - Report Gallery Access Bandwidth Fee: $10/license/year

**Among the substantial improvements to ServicePoint it is a more complete integration of our comprehensive reporting and analysis capabilities into the core product. This will mean Report Gallery access for each ServicePoint User License with lower Report Gallery access costs per user. In order to prevent administrative difficulties for our customers, as well as to help offset our own costs for providing Report Gallery access, we will phase-in the increase to the number of user licenses with Report Gallery access each renewal over three years.**

**Projected changes for 07/24/2012 - 07/23/2013 renewal term.**

1) 4.5% increase in fees for a Grand Total of $22,320.00
2) Report Gallery Access expanded to include 53 ServicePoint users.

C-2011-000094 - Exhibit 1

1 of 2

07/24/2011 - 07/23/2012
Professional Services (Optional)

Consulting Services
Services per hour: $200
Services per Day (Minimum Purchase of 2 Days): $1,500 (plus Travel Expenses)

Data Conversion, Custom Reports, & Custom Programming
Statement of Analysis: $1,875
Statement of Work: $125/hour for actual time expended on the project ($150/hour will be charged for expedited services.)
(The cost of the Statement of Analysis will be applied to the final Statement of Work billing upon completion of the project.)
NOTICE OF CONTRACT AMENDMENT NO. 1

TO: BOWMAN SYSTEMS, LLC
333 TEXAS STREET, SUITE 300
SHREVEPORT, LOUISIANA 71101

DATE ISSUED: MARCH 9, 2011
CURRENT REFERENCE NO: 355-10
CONTRACT TITLE: DHS - HOMELESS MANAGEMENT SYSTEM
PRIOR REFERENCE NO: 49-09

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

ADD EXHIBIT A SCOPE OF SERVICES, ATTACHED, TO CONTRACT 62-08, REFERENCE NUMBER 355-10.

CONTRACT PRICING:
REFER TO AMENDMENT NO. 1, EXHIBIT A

ATTACHMENT:
AMENDMENT NO. 1

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

VENDOR CONTACT: ROBERT BOWMAN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN):
EMAIL ADDRESS: RBOWMAN@BOWMANSYSTEMS.COM
COUNTY CONTACT: TONY TURNAGE

VENDOR TEL. NO.: 318-213-8780
VENDOR FAX. NO.: 318-213-8734
COUNTY TEL. NO.: 703-228-1319

CONTRACT AUTHORIZATION

Yvette González
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 49-09
AMENDMENT NUMBER 1

REFERENCE NUMBER 355-10

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 49-09 executed June 17, 2010 ("Main Agreement") and made between Bowman Systems, LLC, 333 Texas Street, 300, Shreveport, LA 71101 ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

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

Homeless Management Information System (HMIS) Utilization
The Contractor shall provide the services the County as detailed in Exhibit A, Scope of Services.

Time of Performance
The Time of Performance for work under this Amendment will commence on the date of execution of this Amendment by the County and end on August 31, 2011, subject to any modifications in the Amendment Documents.

Payment
The County will pay the Contractor a flat fee of $3,000.00 for the assessment in Task 1, and then pay the Contractor $60.00 per hour monthly up to the maximum amount of $54,000.00 in total for the Contractor's completion of the work described and required in this Amendment in accordance with Exhibit A, payable to the Contractor in the same manner as set forth in the Main Agreement.

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

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 3/9/11

Bowman Systems, LLC

TAXPAYER ID NUMBER: 72-1440820

SIGNED BY: [Signature]
PRINT NAME: Robert P. Bowman
AND TITLE: President
DATE: 3/4/200
EXHIBIT A
SCOPE OF SERVICES

The Main Agreement is amended to include the following services as part of the tasks indicated, in addition to the services originally called for.

1. BACKGROUND

Arlington County’s Department of Human Services (DHS) is the lead agency in the implementation of Arlington’s 10 Year Plan to End Homelessness. A major tool in tracking and evaluating the components of Arlington’s 10 Year Plan is through the use of the Homeless Management Information System (HMIS). There are 85 end users (public and private) who use the system to report on their efforts of preventing and ending homelessness.

In 2006, Arlington County contracted with Bowman Internet Systems (BIS), one of the HMIS providers identified by the US Department of Housing and Urban Development (HUD). As part of Arlington County’s 10 Year Plan to End Homelessness, the 10 Year Plan Implementation Task Force (public and private stakeholders) has committed to ensuring that Arlington has a functional information system. An information system that will provide the following:

- An unduplicated count of persons served during County fiscal years.
- Outcome data about homeless persons served that identifies gaps in services and assists in determining policies that impact homeless individuals and families. This includes interim measure tracking progress being made toward self-sufficiency.
- A method of tracking the variety of services a client receives as they move through Arlington’s Continuum of Care (CoC) - from homelessness to permanent housing.
- Data that will assist in developing comprehensive reports that indicates if the 10 Year Plan to End Homelessness is reducing homelessness and preventing homelessness when possible.
- A method to address federal mandates (HEARTH Act) and ensure the information needed for funding is readily accessible and accurate.

BIS is in the unique position to help Arlington County position itself to meet the federal requirements being imposed by the HEARTH Act and to ensure that the goals of the 10 Year Plan are met effectively and efficiently.

2. PROJECT DESCRIPTION

Until now, DHS has taken the sole lead in managing the data system, organizing the training for County partners and working to ensure effective data management through HMIS. Over the past two years, it has become increasingly clear that the HMIS has a much wider range of tools available through proper system use than DHS, as local users, has been able to access. These tools along with the increased quality and variety of data available through them are needed for the County to be able to develop the evolving and complex information needed to further the County’s goals to end homelessness.

Arlington County is contracting with BIS to provide technical assistance onsite that will: (1) assess our current use of the system, (2) improve the quality and integrity of HMIS data, (3) provide training on better quality...
assurance, and (4) work with the County to be in a better position to utilize all available tools that allow for maximum effectiveness at the end of the contract.

Included in this is BIS' commitment to involve County partners in incorporating best practice strategies in utilizing the system. An additional goal is that the expertise will expand end users knowledge so that all partners are competent in entering key data. This data will then be used to provide an accurate picture of Arlington’s progress in ending homelessness.

3. **Scope of Work: Homeless Management Information System Utilization**

**Task 1:** The Contractor shall conduct a thorough assessment of Arlington's County's use of Homeless Management Information System (HMIS). The assessment will involve meeting with DHS staff as well as with agency administrators and end users with access to the system.

**Task 2:** The Contractor shall be responsible for the completion of the following work outlined herein. The Contractor shall employ or subcontract with an individual of qualified credentials known as a "Dedicated User Support" (DUS) staff person, who shall perform the following services onsite at the Department of Human Services, Housing Assistance Bureau, 2100 Washington Blvd, Arlington VA, for thirty two (32) hours per week with the work schedule mutually agreed upon. Housing Assistance Bureau will review the resumes of the applicants and approve the final proposed DUS staff person.

**Task 3:** At no cost to the County, Bowman Systems shall have the new hire attend training at the Bowman System's office in Shreveport for four (4) days upon hiring. Bowman Systems shall also have a supervisor or an existing consultant shadow on site the new staff person for an additional four days in the first month of the contract.

**Task 4:** DHS will hold biweekly on-site discussions with the Contractor to ensure that services are being satisfactorily performed with resulting changes made to address any concerns relating to the performance.

**Task 5:** The Contractor shall develop a report that details the areas that need to be improved to meet best practice models and provide a plan to accomplish the improvements.

**Task 6:** The Contractor shall prepare a detailed implementation plan and timeline for deliverables to be approved by the County (Item #15) within ten (10) working days on the site.

**Task 7:** The Contractor shall work closely with the Economic Independence Division Information Systems Analyst who shall be engaged in all activities performed by the Contractor.

355-10 Amendment No. 1
Task 8: The Contractor shall train agency administrators and end users on best uses of the system, monitor their progress, and provide additional training tailored to the needs of each organization with the goal of accurate use and ability to self-monitor.

Task 9: The Contractor shall train and educate DHS and partner agency staff on building reports in the ART Tool module and train staff on how to best use canned reports.

Task 10: The Contractor shall develop reports to be run routinely that will produce the information needed to assess Arlington's progress toward its 10 Year Plan to End Homelessness and the County Housing Goals & Targets. To the extent possible, based on the release of the standards by HUD and length of this contract, the Contractor shall develop reports to produce information needed for the Hearth Act.

Task 11: The Contractor shall assess the integrity of data throughout the system and propose and assist in the implementation of action to improve data accuracy.

Task 12: The Contractor shall develop a procedure for quality assurance for partners and DHS to assure accuracy is maintained in the database system.

Task 13: The Contractor shall provide recommendations for updates need Arlington's Standard Operating Procedures (SOPs) as needed throughout the process.

Task 14: The Contractor shall create a presentation of the project for the Eastern User’s Summit in coordination with DHS staff as time permits.

4: DELIVERABLES: The Contractor shall produce the following:

a. The Contractor shall prepare a detailed implementation plan and timeline for deliverables to be approved by the County within ten (10) working days on the site.

b. A report on the training of HMIS agency administrators and users including an assessment of performance and a plan for on-going training to maintain or improve performance, as may be necessary.

c. Documentation that demonstrates the accuracy of data throughout the system and a protocol for assessing data integrity on an on-going basis. The protocol is to include corrective action to improve data accuracy. The EID Information Systems Analyst shall be trained to conduct the process.
d. Written quality control procedures.

e. The production of an annual report, contents to be determined by DHS, and a procedural guide for its production by DHS staff in the future.

f. A schedule of routine reports to be produced for policy makers, agency partners, and DHS staff.

5. Arlington County DHS will:

a. Provide a suitable workspace for the Bowman staff, office supplies and equipment, and a Contractor's identification badge and building access card.

b. Provide Bowman staff an introduction to the CSSA users and facilitate initial meetings between Contractor and DHS partners, including providing meeting space.

c. Approve time sheets provided by Contractor for the DUS staff person, if requested.
NOTICE OF AWARD OF CONTRACT

TO: BOWMAN SYSTEMS, LLC
333 TEXAS STREET, SUITE 300
SHREVEPORT, LOUISIANA 71101

DATE ISSUED: JULY 21, 2010
CURRENT REFERENCE NO: 355-10
CONTRACT TITLE: DHS - HOMELESS MANAGEMENT SYSTEM
PRIOR REFERENCE NO: 49-09

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 24, 2010 and expires on JULY 23, 2011.

This is the SECOND year award notice of a possible FOUR year contract.

The contract documents consist of the terms and conditions of Agreement No. 52-08, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT

ATTACHMENTS:

AGREEMENT

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ROBERT BOWMAN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN):
EMAIL ADDRESS: RBOWMAN@BOWMANSYSTEMS.COM

COUNTY CONTACT: TONY TURNAGE

VENDOR TEL. NO.: 318-213-8780
VENDOR FAX. NO.: 318-213-8784

COUNTY TEL. NO.: 703-228-1319

CONTRACT AUTHORIZATION

[Signature]
Ashley Barnes
Buyer

DATE
7-21-10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
June 1, 2010

Dept. of Human Services
3033 Wilson Blvd, Suite 300A
Arlington, VA 22201

Attention: Tony Turnage

Re: Bowman Systems L.L.C.
   ServicePoint Service Agreement
   Contract Renewal and Extension

Dear Mr. Turnage:

The purpose of this letter is to provide for the renewal and extension of that certain Service Point™ License and Service Agreement executed by and between Bowman Systems L.L.C., formerly known as Bowman Internet Systems, L.L.C., ("Bowman") and The County Board of Arlington County, VA ("CLIENT") dated as of July 24, 2009 (the "Agreement") pursuant to which Bowman provides to CLIENT certain intranet, programming, and implementation services as provided therein. Bowman and CLIENT have agreed to renew, extend and modify the Service Agreement as provided in this letter agreement. Unless otherwise defined in this letter, any terms defined in the Agreement, when used in this letter, shall have the same meaning as are assigned to such terms in the Agreement.

The parties agree that the Agreement remains in full force and effect in accordance with its terms except as modified by this letter. If there is any conflict between this letter and the Agreement, the terms of this letter shall prevail. Our further agreements are as follows:

1. Section (1) of the Agreement is modified and revised to state:

"(1) Term. CLIENT agrees that the current term of the Agreement, which is effective at the present time by agreement of the parties, runs for 12 months from July 24, 2010 through and until midnight of July 23, 2011. This agreement will automatically renew for successive 12-month terms, unless cancelled or modified within thirty (30) days of the end of the term. Pricing indicated in the ServicePoint Revised Pricing Table shall be in effect beginning
July 24, 2010. This agreement may only be modified by written agreement executed by both parties."

2. The "Pricing Table" of proposal and referenced, among other places, in Section (3) of the Agreement is deleted in its entirety and replaced with that certain ServicePoint Revised Pricing Table attached to this letter. The undersigned parties agree to the prices, fees, and other provisions set forth in ServicePoint Revised Pricing Table attached hereto.

The execution of this letter by the parties shall constitute approval, acceptance, renewal, and extension of the Agreement and the terms stated herein. Please evidence your agreement that the foregoing accurately reflects our agreement to extend and modify the Agreement by having an authorized representative of CLIENT execute and return the enclosed duplicate original of this letter.

Very Truly Yours,

Robert P. Bowman, President
Bowman Systems L.L.C.

Accepted and agreed to this 21 day of July, 2010.

The County Board of Arlington County, VA

By: Ashley Boss

Title: Buyer

Attachments:
- ServicePoint Revised Pricing Table
ServicePoint Revised Pricing Table
The County Board of Arlington County, VA
Renewal Period: July 24, 2010 - July 23, 2011

NOTE: Renewal based on current number of licenses (63 as of June 16, 2010). Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

<table>
<thead>
<tr>
<th># SP Licenses</th>
<th># Ad Hoc Licenses</th>
<th># Viewer Licenses</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<td>$5,670.00</td>
<td>ServicePoint Software Maintenance, Enhancement, &amp; Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 10 hours Customer Support. Additional support available at $125.00 per hour.)</td>
</tr>
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<td>Enhancement, &amp; Customer Support</td>
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<td></td>
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<td></td>
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<td>$400.00</td>
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<td>$7,560.00</td>
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<td>Annual License &amp;</td>
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<td></td>
<td></td>
</tr>
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<td>Maintenance: $3,000/year - Less $2,500/year Discount</td>
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<td>** ART Ad Hoc Reporting License Fee</td>
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<td>Bandwidth fee per named user.</td>
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<tr>
<td>$10 per Ad Hoc and Report Viewer</td>
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<td></td>
<td></td>
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<tr>
<td>License per year discount</td>
<td></td>
<td></td>
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<td>Grand Total</td>
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Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:
- ServicePoint User License: $225/license
- ServicePoint Software Maintenance, Enhancement, & Customer Support: $90/license/year
- Bowman Shared Hosting Service: $10/license/month

Unlimited additional ART licenses may be added to the system. For additional ART licenses, the following fees apply:
- ART Ad Hoc License Fee: $160/license/year per Ad Hoc License
- ART Report Viewer License Fee: $80/license/year per Report Viewer License
- ART Bandwidth Fee: $7.50/license/year per Ad Hoc License & Report Viewer License

Optional - Please contact Bowman Systems if you prefer not to receive this service.

Professional Services (Optional)

<table>
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(The cost of the Statement of Analysis will be applied to the final Statement of Work billing upon completion of the project.)
Contract

ServicePoint™ License and Service Agreement

This agreement made and executed this the 24th day of July, 2009, between Bowman Systems L.L.C. (hereinafter referred to as "Bowman"), 333 Texas Street, Suite 300, Shreveport, Louisiana 71101 and The County Board of Arlington County, VA (hereinafter referred to as "CLIENT") with a permanent address of 2100 Claremont Boulevard, Arlington, VA, 22201.

WHEREAS, CLIENT agrees to obtain from Bowman, and Bowman, by its execution of this agreement, agrees to furnish CLIENT under the terms and conditions contained herein, the Services detailed in the 'Pricing Table'.

NOW, THEREFORE, in consideration of the premises and in further consideration of the performance of the terms and provisions herein contained, Bowman and CLIENT do hereby contract and agree as follows:

(1) Term. CLIENT agrees to the contract for the length of 12 months, beginning upon acceptance of this agreement by signature. This agreement may be renewed for three one-year periods upon mutual agreement of the parties. Any modifications must be submitted in writing to the other party and agreed to by the other party.

(2) Services. Bowman will provide implementation and support of associated application for CLIENT to include services listed and in accordance to the specifications forth in the 'Pricing Table'.

(3) Fees. CLIENT agrees to pay Bowman the fees, payments and expenses set out in 'Pricing Table', for the creation and implementation of the program described in said 'Pricing Table'. Payment terms are listed in the 'Pricing Table'. All additional user licenses purchased for the system during the term of this contract and all ongoing annual support costs during the term of this contract will be available at the rate specified in the 'Pricing Table'. Renewal fees will be in accordance with the Bowman published pricing for said services.

(4) Warranties. In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct program error in a timely fashion at no additional cost to CLIENT. Other than herein above described, Bowman makes no express or implied warranties and makes no implied warranty of merchantability or fitness for a particular purpose. In no event shall Bowman be liable for indirect, consequential, punitive or special damages. Bowman shall not be responsible for loss of data resulting from delays, non-deliveries, missed deliveries, service interruptions, or other interruptions caused by CLIENT or any other person or entity, except Bowman.

(5) License. This agreement includes ___ server software licenses and ___ 'Pricing Table' user licenses. The ServicePoint™ administration section will display the maximum number of users allowed. Individual agencies needing additional users can obtain additional user licenses by contacting authorized Bowman representatives and by paying for additional licenses. Additional agency user licenses can be purchased at any time during the duration of this agreement for the agency user license fees listed in the 'Pricing Table'.
   a. Server License. One copy of a ServicePoint server license must accompany each server that CLIENT uses to utilize the ServicePoint program.
   b. User License. Each user of the system must obtain a unique user license. Sharing of user names and passwords is expressly forbidden. In addition, each user of the system must agree to the End User License Agreement located in Terms of Use in the program. The End User License Agreement is also attached to this agreement. ServicePoint users have a thirty-day refusal period to reject the End User License Agreement. If refused, the user will be denied access to the system and Bowman will make a full user license refund.
   c. Third party licenses. If CLIENT chooses to host ServicePoint™ on their network, additional third party licenses will apply, at the CLIENT's cost. Third party licenses include, but are not limited to, Microsoft SQL, Microsoft Internet Information Server, PHP, and Microsoft Windows NT.

(6) Upgrades. This license includes routine system upgrades. Major version upgrades can be purchased on an as needed basis for upgrade fees set at the time of version release. However, no version upgrades are mandatory and additional purchases are at the discretion of CLIENT. Bowman normally provides support options for the current and previous major releases of ServicePoint. Bowman reserves the right to terminate support for older versions.

(7) Trade Secret. CLIENT hereby acknowledges that the source code related to services and products provided by Bowman under this Agreement constitutes a trade secret of Bowman, and as such is protected by civil and criminal law, is very valuable to Bowman, and that its use must be carefully and continuously controlled. CLIENT agrees to use the highest standard of diligence to ensure the confidentiality of the source code, and will prohibit the unauthorized access to, use or duplication of any of the source code. CLIENT agrees to provide all source codes the same security as

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CLIENT provides for its most confidential materials. CLIENT will not cause, permit, nor allow the code or materials provided by Bowman to be copied, duplicated, transcribed, sold to, revealed to, or used by any other person, firm or company without prior written consent of Bowman. CLIENT agrees to notify Bowman immediately of the unauthorized possession, use or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with Bowman in any litigation against third parties deemed necessary by Bowman to protect its proprietary rights. CLIENT's compliance with the above shall not be construed in any way as a waiver of Bowman's right to recover damages or obtain other relief against CLIENT for its negligent or intentional harm to Bowman's proprietary rights or for breach of contractual rights. If CLIENT attempts or allows others to attempt to use, copy, duplicate, transcribe, or convey the items supplied by Bowman pursuant to this Agreement, in a manner contrary to the terms of this Agreement or in derogation of Bowman proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, Bowman shall have, in addition to any other remedies available to it at law or equity, the right to injunctive relief enjoining such actions, CLIENT hereby acknowledges that irreparable harm will occur to Bowman and that other remedies are inadequate.

(9) Compliance with Laws. CLIENT assumes all responsibility in assuring compliance with all regulations relating to CLIENT's use of the product and services.

(9) Confidentiality. Except as may be required under Virginia Freedom of Information Act or other applicable laws, each party agrees to take all reasonable precautions to prevent the disclosure to outside parties of confidential information, except as may be necessary by reason of legal, accounting or regulatory requirement beyond the reasonable control of Bowman and CLIENT, as the case may be. All such information shall be marked proprietary and confidential. Bowman agrees that all information input into the program is deemed confidential, and that no such information shall be disclosed by Bowman to any outside party, unless such information is publicly available from other than a breach of these provisions. Bowman agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, except as may be necessary by reason of legal, accounting, or regulatory requirement beyond the reasonable control of Bowman.

(10) Delivery. Delivery of Services described in the 'Pricing Table' has been projected for 30 working days from contract signing and upon full payment.

(11) Use of Server. BOWMAN will host CLIENT's Intranet application on a dedicated server(s) on BOWMAN'S network. The server and its components are the property of CLIENT. Data input by CLIENT is property of CLIENT. The server may not be used for illegal purposes, or in support of illegal activities. Activities which are prohibited include, but are not limited to unauthorized copying of material, transmission of chain letters, threatening bodily harm or property damage of individual groups, mailing fraudulent offers of products, items, or services originating from CLIENT's account, attempting to access the accounts of others or attempting to penetrate Bowman's systems whether or not the intrusion results in loss of data, or distributing viruses or bulk e-mail through the Bowman System.

(12) Modification. CLIENT may not modify source code without written consent of Bowman.

(13) Limitation of Actions. No action arising out of this Agreement may be brought by CLIENT or Bowman more than three (3) years after the cause of action has occurred.

(14) Complete Agreement. The documents that comprise the Arlington County Standard Language (Exhibit A), the Pricing Table (Exhibit B), and this document contains the entire agreement between the parties with respect to the transactions contained herein and supersedes all prior proposals and understandings, both oral and written. This Agreement may be modified or altered only by a written instrument signed by all parties hereto.

(15) Headings. The headings of each paragraph contained herein are provided only for convenience and shall not be deemed controlling.

(16) Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors to extent permitted by law.

(17) Assignability. This Agreement shall not be transferable or assignable by CLIENT or Bowman without the prior written consent of the other party, which consent shall not be unreasonably withheld. CLIENT acknowledges that Bowman may require any assignee of CLIENT to renegotiate the terms of this Agreement.

(18) Governing Law. This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of Virginia. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. Such omission does not change the intent or binding nature of any or all of the rest of this Agreement, which shall be in full force and effect.

(19) Disputes. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior
to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the
time specified.

Contracted claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final
payment; however, written notice of the contractor's intention to file such claim shall be given at the time of the
occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from
requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work
or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

LEGAL ACTION - No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until
all statutory requirements have been met.

(20) Limitation of Liability. In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman
will correct the program error in a timely fashion at no additional cost to CLIENT. Other than as herein above
described, Bowman shall in no event have any liability to CLIENT for losses sustained or liabilities incurred except as
may result from gross negligence or willful misconduct. Further, any liability of Bowman for any loss, damages, or
costs hereunder shall be limited to the actual direct damages incurred. Bowman shall not be responsible for loss of
data resulting from delays, non-deliveries, mis-deliveries, service interruptions, or other interruptions caused by
CLIENT or any other person or entity.

(21) Force Majeure. Neither party shall be liable for delay in performance, or for nonperformance, due to causes not
reasonably within its control, such as, but not limited to, an act of God, strike, lockout, or other industrial disturbance,
act of the public enemy, war, blockade, public riot, public disaster, lightning, fire, storm, flood or other act of nature,
explosion, judicial orders/decrees, governmental laws/regulations, governmental action, governmental delay, restrain
or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or
otherwise, which is not reasonably within the control of Bowman.

(22) Notice. Any notices under this Agreement shall be written and shall be deemed delivered when actually received, or
three days after they are deposited with the United States Postal Services, certified mail return receipt requested when
addressed to the other party at its above address, which may not be changed without written notice.

(23) Counterparts. Two (2) duplicate originals of this Agreement are executed with each party retaining one (1) copy.

(24) Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the remaining
portions of this Agreement, and in case of any such invalidity, this Agreement shall be construed as if the invalid
provisions had not been inserted.

This agreement is subject to appropriation by the Arlington county Department of Human Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the latest date hereinafter
subscribed.

Bowman Systems LLC
333 Texas Street, Suite 300
Shreveport, Louisiana 71101
(Bowman)

By: [Signature]  
Robert Bowman
Title: President
Date: 6/10/2009

County Board of Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, VA, 22201
(CLIENT)

By: [Signature]  
[Signature]
Title: Procurement Officer
Date: 6/23/2009

C-2008-000086

06/24/2009 - 06/23/2010
End User Agreement

Important-Read Carefully: This End-User Agreement ("EULA") is a legal agreement between you (either as individual or a single entity, "CLIENT") and Bowman Systems (Bowman) for use of ServicePoint ("Software Product"). The Software Product includes programming code and associated online documentation. By using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Bowman is unwilling to license the Software Product to you. In such an event, you may not use or copy the Software Product, and you should promptly contact Bowman for instructions on uninstalling and return of unused product for a refund.

Software Product License

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.

NOW, THEREFORE, in consideration of the premises and in further consideration of the performance of the terms and provisions herein contained, Bowman and CLIENT do hereby contract and agree as follows:

1. Term. CLIENT agrees to the contract for the length of the terms stated in the written and signed contract between CLIENT and Bowman, beginning upon acceptance of this agreement by signature. This agreement may be renewed for three one-year periods upon mutual agreement of the parties. Any modifications must be submitted in writing to the other party and agreed to by the other party.

2. Grant of License. This EULA grants you the following rights:

   a. You may install and use one copy of the Software Product on one Server.

   b. Internal Network. You may also store and install a copy of the Software Server License on the Server to allow a number of users, designated in your written and signed contract, to use the Software Product over an internal network. Use licenses must be obtained for each individual person using the Software Product. Sharing of user licenses is expressly prohibited.

   c. Hosted Application. You may also store and install a copy of the Software Server License on a Server to allow a number of users, designated in your written and signed contract, to use the Software Product over the Internet or WAN. User licenses must be obtained for each individual person using the Software Product. Sharing of user licenses is expressly prohibited.

3. Warranties. In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct program error in a timely fashion at no additional cost to CLIENT. Other than herein above described, Bowman makes no express or implied warranties and makes no implied warranty of merchantability or fitness for a particular purpose. In no event shall Bowman be liable for indirect, consequential, punitive or special damages. Bowman shall not be responsible for loss of data resulting from delays, non-deliveries, miss-deliveries, service interruptions, or other interruptions caused by CLIENT or any other person or entity.

4. Trade Secret. CLIENT hereby acknowledges that the source code, graphics, and html related to services and products provided by Bowman under this Agreement constitutes a trade secret of Bowman, and as such is protected by civil and criminal law, is very valuable to Bowman, and that its use must be carefully and continuously controlled. CLIENT agrees to use the highest standard of diligence to ensure the confidentiality of the source code, and will prohibit the unauthorized access to, use or duplication of any of the source code. CLIENT agrees to provide all source codes the same security as CLIENT provides for its most confidential materials. CLIENT will not cause, permit, nor allow the code or materials provided by Bowman to be copied, modified, duplicated, transcribed, sold to, revealed to, or used by any other person, firm or company without prior written consent of Bowman. CLIENT agrees to notify Bowman immediately of the unauthorized possession, use or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with Bowman in any litigation against third parties deemed necessary by Bowman to protect its proprietary rights. CLIENT’s compliance with the above shall not be construed in any way as a waiver of Bowman’s
(5) **Compliance with Laws.** CLIENT assumes all responsibility in assuring compliance with all regulations relating to CLIENT's use of the product and services.

(6) **U.S. Government Restricted Rights.** The Software Product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Bowman Systems L.L.C. / 333 Texas Street, Suite 300 / Shreveport, LA 71101.

(7) **Confidentiality.**

Bowman and CLIENT each agree that all information pertaining to the terms and conditions of this Agreement and CLIENT Proposal, whether before the effective date or during the term of this Agreement, shall be received in strict confidence, and that no such information shall be disclosed by the recipient party, its agents or employees without prior written consent of the other party, unless such information is publicly available from other than a breach of these provisions. Each party agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirement beyond the reasonable control of Bowman and CLIENT.

(9) **Use of Server (for hosted application CLIENT's).** CLIENT will host CLIENT's application outside of Bowman's data center. Should CLIENT ever require that Bowman host the application on a server on Bowman's network, CLIENT understands that the server, its components, and its software are property of Bowman. Data input by CLIENT is property of CLIENT. Bowman's server may not be used for illegal purposes, or in support of illegal activities. Activities which are prohibited include, but are not limited to unauthorized copying of material, transmission of chain letters, threatening bodily harm or property damage of individual groups, making fraudulent offers of products, services or services originating from CLIENT's account, attempting to access the accounts of others or attempting to penetrate Bowman's systems whether or not the intrusion results in loss of data, or distributing viruses or bulk e-mail through the Bowman System.

(10) **Modification.** CLIENT may not modify source code without written consent of Bowman.

(11) **Limitation of Actions.** No action arising out of this Agreement may be brought by CLIENT or Bowman more than two (2) years after the cause of action has occurred.

(12) **Headings.** The headings of each paragraph contained herein are provided only for convenience and shall not be deemed controlling.

(13) **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.

(14) **Assignability.** This Agreement shall not be transferable or assignable by CLIENT or Bowman without the prior written consent of the other party, which consent shall not be unreasonably withheld. CLIENT acknowledges that Bowman may require any assignee of CLIENT to renegotiate the terms of this Agreement.

(15) **Governing Law.** This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of Virginia. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. Such omission does not change the intent or binding nature of any or all of the rest of this Agreement, which shall be in full force and effect.
(15) **Limitation of Liability.** In the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct the program error in a timely fashion at no additional cost to CLIENT. Other than as herein above described, Bowman shall in no event have any liability to CLIENT for losses sustained or liabilities incurred except as may result from gross negligence or willful misconduct. Further, any liability of Bowman for any loss, damages, or costs hereunder shall be limited to the actual direct damages incurred by CLIENT, but in no event shall the aggregate of liability exceed the total fees paid by CLIENT to Bowman under paragraph 3 above, nor shall any amount of liability include any indirect, consequential, punitive or special damages incurred by CLIENT. Bowman shall not be responsible for loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions, or other interruptions caused by CLIENT or any other person or entity.

(16) **Force Majeure.** Bowman shall not be liable to CLIENT or any other person or entity for any loss or damage for delay in performance, or for nonperformance, due to causes not reasonably within its control, such as, but not limited to, an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, public disaster, lightning, fire, storm, flood or other act of nature, explosion, judicial orders/decrees, governmental laws/regulations, governmental action, governmental delay, restrain or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Bowman.

(17) **Notice.** Any notices under this Agreement shall be written and shall be deemed delivered when actually received, or three days after they are deposited with the United States Postal Services, certified mail return receipt requested when addressed to the other party at its above address, which may not be changed without written notice.

(18) **Termination.** Without prejudice to any other rights, Bowman may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of this Software Product and all of its component parts.

(19) **Taxonomy.** The structure of the Taxonomy index and definitions of the terms contained herein were originally published in *A Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field* by the Information and Referral Federation of Los Angeles County, Inc., 3035 Tyler Ave, El Monte, CA 91731; Copyright 1983, 1987, 1991. No part of this listing of human services terms and definitions may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electrical, mechanical, photocopying, recording or otherwise without the prior written permission of the Information and Referral Federation of Los Angeles County, Inc.

(20) **Severability.** The invalidity of any one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement, and in case of any such invalidity, this Agreement shall be construed as if the invalid provisions had not been inserted.
EXHIBIT A
Arlington County Standard Language

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

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

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction 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 and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

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

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

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

ANTITRUST

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

RELATION TO COUNTY

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

ARLINGTON COUNTY PURCHASING RESOLUTION

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

PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

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

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

County Board of Arlington County, VA  
Contract Period: July 24, 2009 - June 23, 2010

NOTE: Pricing based on current number of licenses (59 as of 06/24/2009). Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

| # SP Licenses | 59 |
| # Ad Hoc Licenses | 1 |
| # Viewer Licenses | 0 |

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint User License ($225/new license)</td>
<td>$225.00</td>
<td>A ServicePoint User License must be purchased for each individual who will use the system. Sharing user IDs among multiple people presents serious security issues and is not permitted under the licensing agreement.</td>
</tr>
<tr>
<td>ServicePoint Software Maintenance, Enhancement, &amp; Customer Support ($90/license/year Minimum: $3,000/year)</td>
<td>$5,310.00</td>
<td>ServicePoint Software Maintenance, Enhancement, &amp; Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 20 hours Customer Support. Additional support hours are available. Rates for additional support hours will be negotiated between Bowman and CLIENT.)</td>
</tr>
<tr>
<td>AIRS Taxonomy License, Integration &amp; Update Fee</td>
<td>$400.00</td>
<td>AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration &amp; Update Fee. (Required)</td>
</tr>
<tr>
<td>Bowman Shared Hosting Service ($10/license/month, Minimum: $300 per month)</td>
<td>$7,080.00</td>
<td>Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.</td>
</tr>
<tr>
<td>SSL Certificate</td>
<td>$400.00</td>
<td>This certificate ensures secure transmission of data over the internet. (Required)</td>
</tr>
<tr>
<td>ART setup (One time fee)</td>
<td>$2,500.00</td>
<td>One time fee to establish Advanced Reporting Tool (ART) hosting on Bowman’s secured network.</td>
</tr>
<tr>
<td>** ART Ad Hoc Reporting License Fee ($160 per Ad Hoc License)</td>
<td>$160.00</td>
<td>Provides access to Web Intelligence Panel within Reporting Tool; Allows user to create and store reports.</td>
</tr>
<tr>
<td>** ART Bandwidth Fee ($7.50 per Ad Hoc and Report Viewer License)</td>
<td>$7.50</td>
<td>Bandwidth fee per named user.</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$16,082.50</td>
<td></td>
</tr>
</tbody>
</table>

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:  
  ServicePoint User License: $225/license  
  ServicePoint Software Maintenance, Enhancement, & Customer Support: $90/license/year  
  Bowman Shared Hosting Service: $10/license/month

** Unlimited additional ART licenses may be added to the system. For additional ART licenses, the following fees
apply:
ART Ad Hoc License Fee: $160/license/year per Ad Hoc License
ART Report Viewer License Fee: $80/license/year per Report Viewer License
ART Bandwidth Fee: $7.50/license/year per Ad Hoc License & Report Viewer License

*** Optional - Please contact Bowman Systems if you prefer not to receive this service.

Professional Services (Optional)

<table>
<thead>
<tr>
<th>Consulting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services per Hour: $200</td>
</tr>
<tr>
<td>Services per Day (Minimum Purchase of 2 Days): $1,500 (plus Travel Expenses)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Data Conversion, Custom Reports, &amp; Custom Programming</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Analysis: $1,875</td>
</tr>
<tr>
<td>Statement of Work: $125/hour for actual time expended on the project ($150/hour will be charged for expedited services.)</td>
</tr>
<tr>
<td>(The cost of the Statement of Analysis will be applied to the final Statement of Work billing upon completion of the project.)</td>
</tr>
</tbody>
</table>