NOTICE OF AWARD OF CONTRACT

TO: VERMONT SYSTEMS, INC.
12 MARKET PLACE
ESSEX JUNCTION, VT 05452

DATE ISSUED: MAY 3, 2013
CURRENT CONTRACT NO: 670-13
CONTRACT TITLE: DPR - VERMONT SYSTEMS MAINTENANCE

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

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 1, 2016.

The contract documents consist of the terms and conditions of Standard Form Agreement No. 670-13, including any exhibits, attached or amendments thereto.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: GILES N. WILLEY
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: DEBORAH HAY

TELEPHONE NO.: 802-879-6993
EMAIL ADDRESS: SALES@VERMONTSYSTEMS.COM
TELEPHONE NO.: 703-326-3603
EMAIL ADDRESS: DHAY@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Ivette Gonzalez
Procurement Officer

DISTRIBUTION

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: VERMONT SYSTEMS, INC.
12 MARKET PLACE, ESSEX JUNCTION, VT. 05452
("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

Maintenance/Support, installation, software/enhancement, and training for DPR's RecTrac System.

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Department of Parks and Recreation.

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning IMMEDIATELY, and, unless terminated as provided below, shall continue until MARCH 1, 2016.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor for services up to the maximum amount of $20,000 annually, with payment to be made upon completion of services. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. 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 Agreement:
costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages marked with an "x" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- **Workers Compensation—Standard Virginia Workers Compensation Policy.**

- **Commercial General Liability (CGL)—$500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. “The County Board of Arlington County, Virginia, and its officers, employees and agents” must be additional named insureds on the CGL policy.**

- **Automobile Bodily Injury and Property Damage Liability—$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)**

12. The Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal 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 this nondiscrimination clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it 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 shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against
including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit A. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” 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, including the acts or omissions of its employees and/or subcontractors, 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 fulfill its obligations contained in this paragraph, 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 any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being
cumulative and no remedy hereunder shall be exclusive of any other
testimony available to the County at law or in equity.

34. The sections, paragraphs, sentences, clauses and phrases of this
Agreement are severable, and if any phrase, clause, sentence, paragraph
or section of this Agreement shall be declared invalid by a 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 Agreement.

35. SOFTWARE LICENSE TERMS
Any software license to be executed by the County with the Contractor
shall contain the following terms:

A. LICENSE GRANT
In connection with the transfer of possession of the software
package provided pursuant to this Contract, the Contractor hereby
grants to Arlington County a non-exclusive perpetual license to
use the software program(s) (Software) and user manuals,
technical manuals, and other information (Documentation) for the
software package.

B. OWNERSHIP
The Contractor will provide the County with a software license,
but title to the Software and Documentation, all copies thereof
and all rights therein, including all rights in patents,
copyrights, and trade secrets applicable thereto, shall remain
vested in the Contractor, regardless of the form or media in or
on which the original and other copies of the Software and
Documentation may subsequently exist. Nothing contained herein
shall be deemed to convey any title or ownership interest in the
program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise
make available in any form, except as otherwise provided in the
Contract Documents, the software package or any portion thereof,
to any person other than employees of the County without the
prior written consent of the Contractor, and any such disclosure
or transfer shall be consistent with the use in a single-user
computer system.

The County agrees not to reverse compile or disassemble the
Software.

The County agrees that it will not, in any form, export, re-
export, resell, ship, or divert or cause to be exported, re-
exported, resold, shipped, or diverted, directly or indirectly,
the Software and Documentation or any direct product thereof
without first obtaining the requisite license or approval from
the Contractor.

C. COPYING RIGHTS
The County may make copies of the Software and Documentation, as
required for backup or modification purposes in support of its
AGREEMENT NO. 670-13
EXHIBIT A

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of VERMONT SYSTEMS, INC. (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 670-13 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

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

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: [Signature]

Printed Name and Title: C. Edward Willey, President

Date: Feb 13, 2013