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County of Fairfax, Virginia

AMENDMENT

Date: 01/23/2024

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
11:11 Systems Inc	cloud, disaster recovery, and backup services	4% of list

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: Tianna Sousa (Signature) — Contract Manager (Title)

Tianna Sousa (Printed) — 1/18/2024 (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

for Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
DPSC – Eric Mills/e
DPSC – Robert Turner/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS, Team 1 – Roxanna Vazquez
FCPS: jrwelsh@fcps.edu
GovMVMT: David Kidd – dkidd@govmvmt.org
Tyler McCall – tmccall@govmvmt.org

DS
JP

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

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County of Fairfax, Virginia

AMENDMENT

Date: February 26, 2024

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, Contract 4400012307 is hereby amended, effective immediately to add Federal grant terms and conditions attached hereto as Attachment A. Federal funds may be expended under this contract; therefore the Contractor agrees to the terms and conditions listed in Attachment A without exception.

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: Julia Magin (Signature) — Contracts Manager (Title)

Julia Magin (Printed) — 02/23/2024 (Date)

DocuSigned by: Steve Pierson 98E821303D84CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
DPSC – Eric Mills/e
DPSC – Robert Turner/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS, Team 1 – Roxanna Vazquez
FCPS: jrwelsh@fcps.edu
GovMVMT: David Kidd – dkidd@govmvmt.org
Tyler McCall – tmccall@govmvmt.org

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Attachment A:
Federal Contract Terms and Conditions

As federal funding will be expended under this contract, the Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the "Uniform Guidance"). The following terms and conditions set forth below are incorporated in the parties' agreement:

A. **Nondiscrimination –** In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.

B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

D. **Debarment and Suspension.** CONTRACTOR certifies, by execution of Attachment C, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

E. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies by execution of Attachment B that it adheres to the federal restrictions on lobbying using federal funds.

F. **Termination for Convenience**. This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.

G. **Termination for Cause.**

1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

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Attachment A:
Federal Contract Terms and Conditions

H. **Prohibition on certain telecommunications and video surveillance services or equipment.** CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

I. **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

DocuSign Envelope ID: C431065B-9CB6-4E55-ABDD-8551F6291993

Attachment A:
Federal Contract Terms and Conditions

8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321):** If subcontracts are to be let, the contractor is required to take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

K. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148)**.

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

2. CONTRACTOR must comply with the **Copeland "Anti–Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

L. **Contract Work Hours and Safety Standards Act.** CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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Attachment A:
Federal Contract Terms and Conditions

M. **Program Fraud, False or Fraudulent Statements, and Related Acts.**

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

N. **Interest of Members of Congress**

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

O. **Protections for Whistleblowers.**

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
   a. A member of Congress or a representative of a committee of Congress.
   b. An Inspector General.
   c. The Government Accountability Office.
   d. A Treasury employee responsible for contract or grant oversight or management.
   e. An authorized official of the Department of Justice or other law enforcement agency.
   f. A court or grand jury; and/or
   g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P. **Domestic Preference**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

DocuSign Envelope ID: C431065B-9CB6-4E55-ABDD-8551F6291993

Attachment A:
Federal Contract Terms and Conditions

Q. The CONTRACTOR must also comply with the following special conditions specific to Coronavirus State and Local Fiscal Recovery Funds:

1. **Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by the United States Department of the Treasury (Treasury) as related to this Contract. CONTRACTOR acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

2. **Maintenance of and Access to Records.**
   a. CONTRACTOR must maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, has the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
   c. Records must be maintained by CONTRACTOR through December 31, 2031.

3. **Conflict of Interest**. CONTRACTOR understands and agrees if subcontractors are used in fulfilling CONTRACTOR's obligations under the Contract, the CONTRACTOR must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this contractor. CONTRACTOR must disclose in writing to Treasury or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4. **Compliance with Applicable Law and Regulations.**
   a. CONTRACTOR agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to these funds include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      iii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      iv. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      v. New Restrictions on Lobbying, 31 C.F.R. Part 21.
      vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
      vii. Generally applicable federal environmental laws and regulations.

5. **Remedial Actions**. If Treasury imposes additional conditions on the County regarding the receipt of a subsequent tranche of future award funds, if any, or takes other available remedies as set forth in 2 C.F.R. § 200.339, the CONTRACTOR will be bound by those additional conditions or remedies, as applicable. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments to the CONTRACTOR are subject to recoupment as provided in section 603(e) of the Act or by the County.

6. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury."

Attachment A:
Federal Contract Terms and Conditions

7. **Debts Owed the Federal Government.**
   a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 603(e) of the Act and have not been repaid by the CONTRACTOR shall constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 16.F.I.. Treasury will take any actions available to it to collect such a debt.

8. **Disclaimer.**
   a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

   b. The acceptance of this award by CONTRACTOR does not in any way constitute an agency relationship between the United States and Contractor.

9. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

11. **SAM.gov Registration.** Pursuant to Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, the Contractor is required to maintain an active SAM.gov registration.

FOR COMPLETION BY CONTRACTOR:

Legal Name: Iron Bow Technologies, LLC
City and Zip: Herndon 20171
1. **SAM Registration**: Please provide the following: **a. Contractor's Unique Entity ID # (SAM.gov):** Q2M4FYALZJ89 **b. Contractor's SAM Registration Expiration Date:** October 1, 2024 *To remain active, complete the registration and update at least every 12 months at* https://www.sam.gov/

Attachment A:
Federal Contract Terms and Conditions

2. In the preceding fiscal year did your organization:

a. Receive 80% or more of annual gross revenue from federal procurement contracts (and subcontract) and Federal Financial assistance (grants, loans, subgrants, and/or cooperative agreements); **and**

b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☒ **NO**

☐ **YES** (The names and total compensation of the top 5 highly compensated officials must be reported to the County. (*Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).*

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Attachment A:
Federal Contract Terms and Conditions

R. The CONTRACTOR must also comply with the following special conditions specific to 2021 Department of Homeland Security (DHS) Funds:

The Contractor must also comply with the following special conditions specific to these Federal funds:

1. All contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

   A. The Contractor must cooperate with any compliance reviews or compliance investigations conducted by DHS.
   B. The Contractor must give the County and DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
   C. The Contractor must submit timely, complete, and accurate reports to the appropriate to the County or DHS officials and maintain appropriate backup documentation to support the reports.

2. Activities Conducted Abroad: The Contractor must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

3. Age Discrimination Act of 1975: The Contractor must comply with the requirements of the Age Discrimination Act of 1975, Pub.L No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

4. Americans with Disabilities Act of 1990: The Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits contractors from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

5. Best Practices for Collection and Use of Personally Identifiable Information: The Contractor who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. contractors may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

6. Civil Rights Act of 1964- Title VI: The Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

7. Civil Rights Act of 1968: The Contractor must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

DocuSign Envelope ID: C431065B-9CB6-4E55-ABDD-8551F6291993

Attachment A:
Federal Contract Terms and Conditions

8. Drug-Free Workplace Regulations: The Contractor must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the contractor is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

9. False Claims Act and Program Fraud Civil Remedies: The Contractor must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

10. Federal Debt Status: All contractors are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

11. Federal Leadership on Reducing Text Messaging while Driving: The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Fly America Act of 1974: The Contractor must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

13. Hotel and Motel Fire Safety Act of 1990: In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, the Contractor must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

14. Limited English Proficiency (Civil Rights Act of 1964, Title VI): The Contractor must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that contractors of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

15. Lobbying Prohibitions: The Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

16. National Environmental Policy Act: The Contractor must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require contractors to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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Attachment A:
Federal Contract Terms and Conditions

17. Procurement of Recovered Materials: States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

18. Rehabilitation Act of 1973: Contractor must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Proceedings about Which Contractors Must Report: Contractors must report if any of the following events occur:
    A. A criminal proceeding that resulted in a conviction, as defined in paragraph 19.E. of this award term and condition;
    B. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    C. An administrative proceeding, as defined in paragraph 19.E., that resulted in a finding offault and liability and the contractor's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    D. Any other criminal, civil, or administrative proceeding if:
        I. It could have led to an outcome described in this award term and condition;
        II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the contractor's part; and
        III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
    E. Definitions: For the purpose of this award term and condition:
        I. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
        II. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

20. Terrorist Financing: The Contractor affirms that to the best of its knowledge none of the funds provided to it will be used to provide resources or support to individuals and organizations associated with terrorism.

21. Whistleblower Protection Act: The Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304and 4310.

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Attachment B: Byrd Anti-Lobbying Certification

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et.seq.*)

3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq*., apply to this certification and disclosure, if any.

Printed Name of Representative: Julia Magin

Signature/Date: Julia Magin

Company Name: Iron Bow Technologies, LLC

Address: 2121 Cooperative Way, Suite 500

City/State/Zip: Herndon, VA 20171

SAM.gov Unique Entity Identifier (UEI) #: Q2M4FYALZJ89

DocuSign Envelope ID: C431065B-9CB6-4E55-ABDD-8551F6291993

Attachment C: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
   a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration*;*
   b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: Julia Magin

Signature/Date: Julia Magin / 02/23/2024

Company Name: Iron Bow Technologies, LLC

Address: 2121 Cooperative Way, Suite 500

City/State/Zip: Herndon, VA 20171

SAM.gov Unique Entity Identifier (UEI) #: Q2M4FYALZJ89

DocuSign Envelope ID: 2DA69458-173F-4B7F-86FE-6926C2414CB5

County of Fairfax, Virginia

AMENDMENT

Date: March 12, 2024

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
Network Solutions Inc	Software / Applications	2% of list
WordPress Automation Inc	Software / Applications	2% of list
ARIN	Software / Applications	1% of list
Accela	Software / Applications	1% of list
EpermitHub	Software / Applications	1% of list
Atlassian	Software / Applications	1% of list
Mongoose	Software / Applications	2% of list
CityBase	Hardware Subcategory – Kiosks	4% of list
Haymaker Technologies Inc	Hardware Subcategory – Distributed Antenna System	3% of list
Iron Bow Advanced Integration Services	Services	4% of list

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Lynda Griffin (Printed)

3/8/2024 (Date)

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

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DocuSigned by:
Steve Pierson, CPPB
9BE821303D064CD...

for Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
DPSC – Eric Mills/e
DPSC – Robert Turner/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS, Team 1 – Roxanna Vazquez
FCPS: jrwelsh@fcps.edu
GovMVMT: David Kidd – dkidd@govmvmt.org
Tyler McCall – tmccall@govmvmt.org

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County of Fairfax, Virginia

AMENDMENT

Date: April 9, 2024

AMENDMENT NO. 4

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
NetScout	Software / Applications	3% of list
Marklogic	Software / Applications	2% of list
All other Software	Software / Applications	2% of list

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Julia Magin (Printed)

4/8/2024 (Date)

DocuSigned by:
Steve L. Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
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County of Fairfax, Virginia

AMENDMENT

Date: May 13, 2024

AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
Dragos	Cyber / Assessments	2%

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Julia Magin (Printed)

5/7/2024 (Date)

DocuSigned by:
Steve Pierson
98E82130300B4CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT -Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
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County of Fairfax, Virginia

AMENDMENT

Date: 6/20/2024

AMENDMENT NO. 6

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
Evans	Audio-Visual	5%
Middle Atlantic	Audio-Visual	8%
Otterbox	Tablet & Telephony Accessories	2%
Havis	`Ruggedized Mounting	4%
Gamber Johnson	Ruggedized Mounting	4%

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

June 18, 2024 (Date)

DocuSigned by:
Andrew Jones
C3BCFC04A3EF414...

FOR: Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
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County of Fairfax, Virginia

AMENDMENT

Date: July 2, 2024

AMENDMENT NO. 7

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
Intellisoft	Software License & warranty	2%
All other AV	Audio Visual	4%
All other Warranty/Maintenance	Warranty and Maintenance	4%

All prices, discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

July 1, 2024 (Date)

DocuSigned by:
Andrew Jones
C3BCFC04A3EF414...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
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County of Fairfax, Virginia

AMENDMENT

Date: October 23, 2024

AMENDMENT NO. 8

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
Oracle	Software, Hardware, Services	6%
Zerofox	Cyber Security, Software	1%
AAAE	Physical Security	3%
Fortinet	Cyber Security, software	4%
Calendly	Software	2%
Gambit IT	Security Screening	5%
Trellix	Cyber Security, software	4%
Mission Critical Partners	Security, Communication, Services	2%
Iron Bow Tactical Cybersecurity	Cyber Security, Services	2%

All prices, other discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

October 21, 2024 (Date)

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

Docusign Envelope ID: 0CDEA4AE-0416-4AAB-83B2-DDC7B07DE97B

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
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Tyler McCall – tmccall@govmvmt.org

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County of Fairfax, Virginia

AMENDMENT

Date: March 11, 2025

AMENDMENT NO. 9

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
All other Networking Equipment	Networking	2%
Arinstu	Telecommunications	1%
All other Security	Cyber & Physical Security	2%
Iron Bow Managed Services	Managed Service	3%
Iron Bow Telehealth	Telehealth Hardware	1%
Iron Bow Telehealth	Telehealth Software	1%
Iron Bow Telehealth	Telehealth Services	1%

All prices, other discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature) Contracts Manager (Title)

Ann Nguyen (Printed) March 10, 2025 (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
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County of Fairfax, Virginia

AMENDMENT

Date: April 28, 2025

AMENDMENT NO. 10

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to remove the item listed below:

OEM	Product Category	Minimum Discount
Calendly	Software	2%

All prices, other discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

April 21, 2025 (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
DPSC – Eric Mills/e
DPSC – Robert Turner/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1
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David Kidd – dkidd@govmvmt.org
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Department of Procurement & Material Management
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County of Fairfax, Virginia

AMENDMENT

Date: May 5, 2025

AMENDMENT NO. 11

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to increase the Labor categories prices by 2.4% reflected in Attachment A.

All discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

May 1, 2025 (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
FRD – Jason Stanley/e
Sheriff's Office – Michelle Nelson/e
DPSC – Eric Mills/e
DPSC – Robert Turner/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1
FCPS: jrwelsh@fcps.edu
GovMVMT:
David Kidd – dkidd@govmvmt.org
Tyler McCall – tmccall@govmvmt.org

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

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Attachment A

LABOR CATEGORY	OLD RATE	NEW RATE
Network Administrator 1	$ 57.65	**$ 59.03**
Network Administrator 2	$ 75.49	**$ 77.30**
Network Administrator 3	$ 118.70	**$ 121.55**
Maintenance Technician 1	$ 50.68	**$ 51.90**
Maintenance Technician 2	$ 57.78	**$ 59.17**
Maintenance Technician 3	$ 68.11	**$ 69.74**
Installation Technician 1	$ 43.24	**$ 44.28**
Installation Technician 2	$ 54.10	**$ 55.40**
Installation Technician 3	$ 67.59	**$ 69.21**
Project Manager 1	$ 95.61	**$ 97.90**
Project Manager 2	$ 109.99	**$ 112.63**
Project Manager 3	$ 123.21	**$ 126.17**
Trainer 1	$ 67.81	**$ 69.44**
Trainer 2	$ 81.12	**$ 83.07**
Trainer 3	$ 101.98	**$ 104.43**
Program Manager 1	$ 138.01	**$ 141.32**
Program Manager 2	$ 154.55	**$ 158.26**
Program Manager 3	$ 171.82	**$ 175.94**
Technician 1	$ 89.39	**$ 91.54**
Technician 2	$ 106.97	**$ 109.54**
Technician 3	$ 127.92	**$ 130.99**
Engineer 1	$ 151.18	**$ 154.81**
Engineer 2	$ 188.26	**$ 192.78**
Engineer 3	$ 240.51	**$ 246.28**
Test Engineer 1	$ 49.61	**$ 50.80**
Test Engineer 2	$ 63.10	**$ 64.61**
Test Engineer 3	$ 76.66	**$ 78.50**
Configuration Analyst 1	$ 57.65	**$ 59.03**
Configuration Analyst 2	$ 75.49	**$ 77.30**
Configuration Analyst 3	$ 118.70	**$ 121.55**
Technical Support Specialist 1	$ 116.83	**$ 119.63**
Technical Support Specialist 2	$ 144.33	**$ 147.79**
Technical Support Specialist 3	$ 171.82	**$ 175.94**
Quality Assurance Engineer 1	$ 80.59	**$ 82.52**
Quality Assurance Engineer 2	$ 101.49	**$ 103.93**
Quality Assurance Engineer 3	$ 111.85	**$ 114.53**
Technical Writer 1	$ 81.12	**$ 83.07**
Technical Writer 2	$ 101.98	**$ 104.43**
Technical Writer 3	$ 121.86	**$ 124.78**
Business Systems / Process Analyst 1	$ 68.11	**$ 69.74**
Business Systems / Process Analyst 2	$ 100.69	**$ 103.11**
Business Systems / Process Analyst 3	$ 122.32	**$ 125.26**

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County of Fairfax, Virginia

AMENDMENT

Date: June 5, 2025

AMENDMENT NO. 12

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
NICE	Software / Applications	2%
Govworx	Software / Applications	1%
Rapid SOS	Software / Applications	2%
Building Infrastructure Group (B.I.G.)	Telecommunication / Cabling	1%
Convey 911	Software / Applications	2%
Prepared 911	Software / Applications	2%
Call One	Audio Visual	1%
All other Telecommunications	Telecommunications	3%
Verkada	Networking / Security	5%
Eonti	Security	1%
Epson	Printers, Scanners, Projectors	4%
Viewsonic	Displays, Software, Projectors	4%
Salesforce	Software / Applications	2%
Single Point Technologies	Managed Services / Data Center	1%
Gartner	Software / Applications	2%

All prices, other discounts, other terms and conditions remain the same.

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Fairfax, VA 22035-0013
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Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

Docusign Envelope ID: 684BE231-255D-471F-AC6A-FDAA3F81578B

ACCEPTANCE:

BY: _____ Contracts Manager
(Signature) (Title)

Ann Nguyen June 4, 2025
(Printed) (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
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Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1
FCPS: jrwelsh@fcps.edu
GovMVMT:
David Kidd – dkidd@govmvmt.org
Bill Finke - bfinke@govmvmt.org

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

County of Fairfax, Virginia

AMENDMENT

Date: July 8, 2025

AMENDMENT NO. 13

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, Contract 4400012307 is amended to the Attached Master Equipment Lease Agreement.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

July 1, 2025 (Date)

DocuSigned by:
F79B8F6327004A6...

Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
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Contract Specialist III – Yong Kim, CPPB
ACS - Team 1
FCPS: jrwelsh@fcps.edu
GovMVMT:
David Kidd – dkidd@govmvmt.org
Bill Finke - bfinke@govmvmt.org

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Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

Master Equipment Lease Agreement

BETWEEN:	Iron Bow Technologies, LLC (the "Lessor") 2121 Cooperative Way, Suite 500 Herndon, VA 20171
AND:	Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030
DATED:	

ARTICLE I

1.01 **Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4400012307, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder and may include the lessor.

ARTICLE II

2.01 **Property Schedules Separate Leases.** Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 **Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. The Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreement, as outlined and detailed in the Fairfax County Purchasing Resolution.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be reasonably requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article Two, Section One, Subsection D.

The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 **Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 **Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate,

has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 **Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 **Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 **Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 **Rental Payments to be Unconditional.** SUBJECT TO SECTION 6.05 AND PARAGRAPH 45 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENT WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE *PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.* THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 **Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article Two, Section One, Subsection D. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 **Non-Appropriation.** If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 **Title to and Location of Property:** Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. **Tax Benefits:** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 **Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 **Financing, Security Interest:**

(a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

(b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 **Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes.

8.03 **Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks and nothing herein shall be construed to impose a duty on Lessee to indemnify the Lessor or any other party. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 **Advances.** Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 **Damage or Destruction.** Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 **Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED. RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR

ITS FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 **Supplier's Warranties.** Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 **Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 **Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements, to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 **Extension Terms.** So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (ii) above, If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 **Nature of Transaction; True Lease.** (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier' (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 **Return of Property.** Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back

to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 **Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 **Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 **Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE.

ARTICLE XIII

13.01 **Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance proven to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 **Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.

(b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;

(c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 **Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 **Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 **Amendments, Changes and Modification.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Iron Bow Technologies LLC
By: Loik Henderson
Name: Loik Henderson
Title: Dir of Contracts & Corporate Counsel

Lessee: Fairfax County, VA
By: DocuSigned by: Ron Shoram F79B8F6327004A6...
Name: Ron Shoram
Title: Acting Director

Attest:
By:
Name:
Title:

Property Schedule No. _

Master Equipment Lease Agreement

This **Property Schedule No. _** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____ between Iron Bow Technologies, LLC. and Fairfax County, VA.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth is Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.
5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 4.
7. Essential Use. The Essential Use is attached as Exhibit 5.
8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule __ the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
9. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statement pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTHWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Iron Bow Technologies LLC
By:
Name:
Title:

Lessee: Fairfax County, VA
By:
Name:
Title:

Attest:
By:
Name:
Title:

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. _** to Master Equipment Lease Agreement dated _____ between Iron Bow Technologies LLC ("Lessor") and Fairfax County, VA ("Lessee").

The PROPERTY:	The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.
PROPERTY LOCATION:	
USE:	This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.
INITIAL COMMENCEMENT DATE:	
LEASE TERM:	
PAYMENT TYPE:	Rental
END OF TERM OPTION:	Fair Market Value
RENTAL PAYMENT:	
RENTAL PAYMENT SCHEDULE:	

Lessee: Fairfax County, VA
By:
Name:
Title:

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. _** to Master Equipment Lease Agreement between Iron Bow Technologies LLC and Fairfax County, VA.

The undersigned, being the duly elected, qualified and acting keeper of records for the Fairfax County, VA ("Lessee") do hereby certify, as of _____ as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And / Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By: _____

Title: _____

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

Schedule _

SECURED PARTY: Iron Bow Technologies LLC

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. __ dated _____to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

Exhibit A to Property Schedule

Docusign Envelope ID: 6FDBF06B-DF24-41B1-BE5D-ACD7EA8685F6

EXHIBIT 4

Acceptance Certificate

Iron Bow Technologies, LLC
2121 Cooperative Way, Suite 500
Herdon, VA 20171

Re: **Property Schedule No. _** to Master Equipment Lease Agreement between Iron Bow Technologies LLC and Fairfax County, VA.

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Iron Bow Technologies, LLC ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: **Lessee: FAIRFAX COUNTY, VA**
By:
Name:
Title:

Docusign Envelope ID: 7CD24704-DD5F-4C20-B121-F928BF0B2195

County of Fairfax, Virginia

AMENDMENT

Date: September 29, 2025

AMENDMENT NO. 14

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following:

OEM	Product Category	Minimum Discount
EFI	Printers	2%
Uniguest	Digital Signage, Kiosks, Video Technology	1%
All other Printers	Printers, large format, mobile	3%
Convene	Software/Applications	1%

All prices, other discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

September 26, 2025 (Date)

DocuSigned by:
Steve Pierson

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
FRD – Jason Stanley/e
Sheriff's Office – Angela Mylechraine/e
DPSC – Eric Mills/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1
FCPS: jrwelsh@fcps.edu
GovMVMT:
Tyler McCall - tmccall@govmvmt.org
Bill Finke - bfinke@govmvmt.org
David Kidd - dkidd@govmvmt.org

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

County of Fairfax, Virginia

AMENDMENT

Date: April 13, 2026

AMENDMENT NO. 15

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following Labor Categories listed below:

LABOR CATEGORY	RATE (Hourly)
Call Center Analyst 1	$34.81
Call Center Analyst 2	$38.68
Call Center Analyst 3	$48.63
Inventory Logistics Specialist 1	$38.68
Inventory Logistics Specialist 2	$46.28
Inventory Logistics Specialist 3	$54.81
Field Technician 1	$43.52
Field Technician 2	$51.94
Field Technician 3	$60.78
Systems Analyst 1	$45.13
Systems Analyst 2	$55.21
Systems Analyst 3	$63.50
Help Desk Supervisor	$88.41
Help Desk Support 1	$44.62
Help Desk Support 2	$54.59
Help Desk Support 3	$62.79
AV/Broadcast Analyst 1	$55.21

The Labor Categories listed above are defined in the attached **Attachment A,** which provides detailed description of each category and work they cover.

All prices, other discounts, other terms and conditions remain the same.

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Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

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ACCEPTANCE:

BY: _____ Contracts Manager
(Signature) (Title)

Ann Nguyen April 10, 2026
(Printed) (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
FRD – Jason Stanley/e
Sheriff's Office – Angela Mylechraine/e
DPSC – Eric Mills/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1 – Travis Scott
FCPS: jrwelsh@fcps.edu
GovMVMT:
Tyler McCall - tmccall@govmvmt.org
Bill Finke - bfinke@govmvmt.org
David Kidd - dkidd@govmvmt.org

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Attachment A

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
Call Center Analyst 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Provide telephone and remote support ticketing system and remote tools. • Perform troubleshooting and problem analysis to resolve incidents remotely. • Communicate and escalate technical issues that cannot be resolved to higher resolver groups. • Accurately and thoroughly document all incidents in ticketing system. • Assign priority based on incident information and SOPs. • Ensure adherence to SLAs.	0-2	CompTIA A+ or OS certs	As required by Customer
Call Center Analyst 2	Familiar commonly used concepts, practices, and procedures within the Customer Service field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Provide telephone and remote support ticketing system and remote tools. • Perform troubleshooting and problem analysis to resolve incidents remotely. • Communicate and escalate technical issues that cannot be resolved to higher resolver groups. • Accurately and thoroughly document all incidents in ticketing system. • Assign priority based on incident information and SOPs. • Ensure adherence to SLAs.	3-5	CompTIA A+ or OS certs	As required by Customer
Call Center Analyst 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Provide telephone and remote support ticketing system and remote tools. • Perform troubleshooting and problem analysis to resolve incidents remotely. • Communicate and escalate technical issues that cannot be resolved to higher resolver groups. • Accurately and thoroughly document all incidents in ticketing system. • Assign priority based on incident information and SOPs. • Ensure adherence to SLAs.	6+	CompTIA A+ or OS certs	As required by Customer
Inventory Logistics Specialist 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Oversee all physical inventory received. • Oversee all physical inventory. • Coordinate the incoming and outgoing shipment of IT assets. • Receive IT assets, asset tag, and log into IT asset management system. • Process receipts of shipments and tracking hardware from procurement to disposal. • Conduct regular physical inventory cycle counts/reconciliations to verify system records. • Identify and resolve inventory discrepancies and work with appropriate teams to prevent future occurrences. • Prepare assets for delivery to end users, tracking through IT asset management system/ticketing system. • Process and certify hard drives for disposal.	1-3	CompTIA A+ or OS certs	As required by Customer

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

Attachment A

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
Inventory Logistics Specialist 2	Familiar commonly used concepts, practices, and procedures within the Customer Service field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Oversee all physical inventory received. • Oversee all physical inventory. • Coordinate the incoming and outgoing shipment of IT assets. • Receive IT assets, asset tag, and log into IT asset management system. • Process receipts of shipments and tracking hardware from procurement to disposal. • Conduct regular physical inventory cycle counts/reconciliations to verify system records. • Identify and resolve inventory discrepancies and work with appropriate teams to prevent future occurrences. • Prepare assets for delivery to end users, tracking through IT asset management system/ticketing system. • Process and certify hard drives for disposal.	4-6	CompTIA A+ or OS certs	As required by Customer
Inventory Logistics Specialist 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Oversee all physical inventory received. • Oversee all physical inventory. • Coordinate the incoming and outgoing shipment of IT assets. • Receive IT assets, asset tag, and log into IT asset management system. • Process receipts of shipments and tracking hardware from procurement to disposal. • Conduct regular physical inventory cycle counts/reconciliations to verify system records. • Identify and resolve inventory discrepancies and work with appropriate teams to prevent future occurrences. • Prepare assets for delivery to end users, tracking through IT asset management system/ticketing system. • Process and certify hard drives for disposal.	7+	CompTIA A+ or OS certs	As required by Customer
Field Technician 1	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Duties include: • Prepare computers for deployment (imaging) and dispose of old devices • Provide technical assistance to end users through identification, research, and resolution of technical issues. • Use reference publications and diagnostic aids in resolving technical problems. • Document, track, and monitor incidents to timely resolution. • Provide preventive maintenance activities • Diagnose and repair products • Implements shared software (e.g., operating systems, configuration management tools, application and development tools, and testing tools).	1-3	CompTIA A+ or OS certs	As required by Customer

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

Attachment A

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
Field Technician 2	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Prepare computers for deployment (imaging) and dispose of old devices. • Provide technical assistance to end users through identification, research, and resolution of technical issues. • Use reference publications and diagnostic aids in resolving technical problems. • Document, track, and monitor incidents to timely resolution. • Provide preventive maintenance activities. • Diagnose and repair products. • Implements shared software (e.g., operating systems, configuration management tools, application anddevelopment tools, and testing tools).	4-6	CompTIA A+ or OS certs	As required by Customer
Field Technician 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Prepare computers for deployment (imaging) and dispose of old devices • Provide technical assistance to end users through identification, research, and resolution of technical issues. • Use reference publications and diagnostic aids in resolving technical problems. • Document, track, and monitor incidents to timely resolution. • Provide preventive maintenance activities • Diagnose and repair products • Implements shared software (e.g., operating systems, configuration management tools, application and development tools, and testing tools).	7+	CompTIA A+ or OS certs	As required by Customer
Systems Analyst 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Responds to issues escalated from other resolver groups. • Work with agencies and vendors to resolve issues with software or hardware. • Evaluates new technology as related to devices and software. • Documents, tracks, and monitors the incidents/tickets to ensure a timely resolution. • Diagnose and repair products. • Makes appropriate use of reference publications and diagnostic aids in resolving technical problems • Creates packages for deployment and installation. • Manages regular patching of all devices to maintain security and software updates. • Works on projects as required.	1-3	CompTIA A+ or OS certs	As required by Customer
Systems Analyst 2	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Responds to issues escalated from other resolver groups. • Work with agencies and vendors to resolve issues with software or hardware. • Evaluates new technology as related to devices and software. • Documents, tracks, and monitors the incidents/tickets to ensure a timely resolution. • Diagnose and repair products. • Makes appropriate use of reference publications and diagnostic aids in resolving technical problems • Creates packages for deployment and installation. • Manages regular patching of all devices to maintain security and software updates. • Works on projects as required.	4-7	CompTIA A+ or OS certs	As required by Customer

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

Attachment A

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
Systems Analyst 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Responds to issues escalated from other resolver groups. • Work with agencies and vendors to resolve issues with software or hardware. • Evaluates new technology as related to devices and software. • Documents, tracks, and monitors the incidents/tickets to ensure a timely resolution. • Diagnose and repair products. • Makes appropriate use of reference publications and diagnostic aids in resolving technical problems • Creates packages for deployment and installation. • Manages regular patching of all devices to maintain security and software updates. • Works on projects as required.	8+	CompTIA A+ or OS certs	As required by Customer
Help Desk Supervisor	Relies on experience, judgment and understanding of all Help Desk facet to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Ensures monitoring of ticketing system and email, or other sources for incoming tickets and updates. • Ensures responses of Help Desk ticket meets SLA's. • Support self-help/self-service initiatives. • Establish client relationships to build client trust and respect. • Manage the activities of all resolver groups. • Works with other vendors and service providers, as needed. • Work directly with the customer to ensure priorities are appropriately assigned and tickets resolution. • Perform technical writing and documentation activities. • Facilitates continuous improvement within the environment. • Implements customer-service approach.	10+	ITIL, CompTIA A+ or OS certs	As required by Customer
Help Desk Support 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Acts as the first point of contact, providing entry-level technical support via phone, email, or chat. • Diagnose, resolve, or troubleshoot basic hardware and software issues (e.g., printers, OS, applications). • Provide in-person, phone, or electronic support, maintaining high user satisfaction. • Log all requests, track, document, and close tickets in systems, contributing to the knowledge base. • Perform user account management, such as password resets and Active Directory permissions. • Assist with the setup, deployment, and repair of computers, laptops, and peripheral devices.	1-3	CompTIA A+ or OS certs	As required by Customer
Help Desk Support 2	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Acts as the first point of contact, providing entry-level technical support via phone, email, or chat. • Diagnose, resolve, or troubleshoot basic hardware and software issues (e.g., printers, OS, applications). • Provide in-person, phone, or electronic support, maintaining high user satisfaction. • Log all requests, track, document, and close tickets in systems, contributing to the knowledge base. • Perform user account management, such as password resets and Active Directory permissions. • Assist with the setup, deployment, and repair of computers, laptops, and peripheral devices.	4-6	CompTIA A+ or OS certs	As required by Customer

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

Attachment A

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
Help Desk Support 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Acts as the first point of contact, providing entry-level technical support via phone, email, or chat. • Diagnose, resolve, or troubleshoot basic hardware and software issues (e.g., printers, OS, applications). • Provide in-person, phone, or electronic support, maintaining high user satisfaction. • Log all requests, track, document, and close tickets in systems, contributing to the knowledge base. • Perform user account management, such as password resets and Active Directory permissions. • Assist with the setup, deployment, and repair of computers, laptops, and peripheral devices.	7+	CompTIA A+ or OS certs	As required by Customer
AV/Broadcast Analyst 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Install, configure, and operate VTC/AV equipment - soundboards, microphones, cameras, projectors, lighting, and video monitors for events. • Diagnose and resolve technical issues with equipment before and during live events, providing immediate support. • Collaborate with clients to understand technical requirements, ensuring equipment aligns with event needs. • Clean and maintain audio-visual equipment, managing inventory records. • Provide technical support, repairing faulty machines or equipment.	1-3	CompTIA A+ or similar, VTC/AV certs	As required by Customer
AV/Broadcast Analyst 2	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Install, configure, and operate VTC/AV equipment - soundboards, microphones, cameras, projectors, lighting, and video monitors for events. • Diagnose and resolve technical issues with equipment before and during live events, providing immediate support. • Collaborate with clients to understand technical requirements, ensuring equipment aligns with event needs. • Clean and maintain audio-visual equipment, managing inventory records. • Provide technical support, repairing faulty machines or equipment.	4-6	CompTIA A+ or similar, VTC/AV certs	As required by Customer
AV/Broadcast Analyst 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Install, configure, and operate VTC/AV equipment - soundboards, microphones, cameras, projectors, lighting, and video monitors for events. • Diagnose and resolve technical issues with equipment before and during live events, providing immediate support. • Collaborate with clients to understand technical requirements, ensuring equipment aligns with event needs. • Clean and maintain audio-visual equipment, managing inventory records. • Provide technical support, repairing faulty machines or equipment.	7+	CompTIA A+ or similar, VTC/AV certs	As required by Customer
ServiceNow Admin/Developer 1	Has knowledge of commonly used concepts, practices, and procedures within the Customer Service field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. • Manage, configure, and support the ServiceNow platform • Act as the system custodian to ensure efficient operations for users. • Customizing tables, fields, UI policies, and business rules. • Managing user access, roles, and permissions. • Create workflows, maintain the service catalog, and perform data migrations, as needed. • Performing upgrades, managing data, and maintaining integrations. • Overseeing incident, problem, and change management processes. • Creating dashboards and data visualizations to monitor platform performance.	1-5	ServiceNow System Administrator or equivalent	As required by Customer

Docusign Envelope ID: 1B5F5CB5-7980-407C-B717-64B51C672150

Labor Category	Description	Yrs of Exp.	Certs	Background Investigation
ServiceNow Admin/Developer 2	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. • Manage, configure, and support the ServiceNow platform • Act as the system custodian to ensure efficient operations for users. • Customizing tables, fields, UI policies, and business rules. • Managing user access, roles, and permissions. • Create workflows, maintain the service catalog, and perform data migrations, as needed. • Performing upgrades, managing data, and maintaining integrations. • Overseeing incident, problem, and change management processes. • Creating dashboards and data visualizations to monitor platform performance.	6-9	ServiceNow System Administrator or equivalent	As required by Customer
ServiceNow Admin/Developer 3	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. • Manage, configure, and support the ServiceNow platform • Act as the system custodian to ensure efficient operations for users. • Customizing tables, fields, UI policies, and business rules. • Managing user access, roles, and permissions. • Create workflows, maintain the service catalog, and perform data migrations, as needed. • Performing upgrades, managing data, and maintaining integrations. • Overseeing incident, problem, and change management processes. • Creating dashboards and data visualizations to monitor platform performance.	10+	ServiceNow System Administrator or equivalent	As required by Customer

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County of Fairfax, Virginia

AMENDMENT

Date: June 5, 2026

AMENDMENT NO. 16

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended to add the following Labor Categories listed below:

LABOR CATEGORY	RATE (Hourly)
AV/Broadcast Analyst 2	$67.21
AV/Broadcast Analyst 3	$78.79
ServiceNow Admin/Developer 1	$149.19
ServiceNow Admin/Developer 2	$171.29
ServiceNow Admin/Developer 3	$215.50

The Labor Categories listed above are defined in Amendment 15, **Attachment A,** which provides detailed description of each category and work they cover. All prices, other discounts, other terms and conditions remain the same.

ACCEPTANCE:

BY: _____ (Signature)

Contracts Manager (Title)

Ann Nguyen (Printed)

June 4, 2026 (Date)

DocuSigned by:
Steve Pierson
9BE821303D004CD...
FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Jeffrey Porter/e
DIT – Adam Eldert/e
FRD – Jason Stanley/e
Sheriff's Office – Angela Mylechraine/e
DPSC – Eric Mills/e
FCPD – Kerene Gordan/e
Contractor – Katie.Barton@ironbow.com
kressa.stewart@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS - Team 1 – Travis Scott
FCPS: jrwelsh@fcps.edu
GovMVMT:
Tyler McCall - tmccall@govmvmt.org
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David Kidd - dkidd@govmvmt.org

Department of Procurement & Material Management
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Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 17

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC 2121 Cooperative Way, Suite 500 Herndon, VA 20171	1000045136	4400012307

By mutual agreement, effective immediately, Contract 4400012307 is amended effective immediately as follows:

1. To add the following Labor Categories listed below:

Labor Category	Description	Yrs of Exp	Certs	Background Investigation	RATE (Hourly)
Videographer I	The Videographer plans, captures, and produces professional video content in support of communications, training, marketing, documentation, public affairs, and other organizational requirements. Responsibilities may include operating video cameras, lighting, audio, stabilization, and related production equipment; coordinating recording locations, schedules, and technical requirements; composing and recording high-quality visual and audio material; and managing digital media files throughout the production process.	1-3		As required by Customer	$97.79
Videographer II	The Videographer plans, captures, and produces professional video content in support of communications, training, marketing, documentation, public affairs, and other organizational requirements. Responsibilities may include operating video cameras, lighting, audio, stabilization, and related production equipment; coordinating recording locations, schedules, and technical requirements; composing and recording high-quality visual and audio material; and managing digital media files throughout the production process.	4-7		As required by Customer	$114.10
Videographer III	The Videographer plans, captures, and produces professional video content in support of communications, training, marketing, documentation, public affairs, and other organizational requirements. Responsibilities may include operating video cameras, lighting, audio, stabilization, and related production equipment; coordinating recording locations, schedules, and technical requirements; composing and recording high-quality visual and audio material; and managing digital media files throughout the production process.	7+		As required by Customer	$130.39

2. Apply a 3.4% price increase to the labor categories listed in **Attachment A**.

All other prices, discounts, other terms and conditions remain the same.

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

ACCEPTANCE:

BY: _____ Contracts Manager
(Signature) (Title)

Ann Nguyen September 8, 2026
(Printed) (Date)

_____
Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
DIT – Mike Palacios/e
DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
FRD – Jason Stanley/e
Sheriff's Office – Charles Taggart/e
DPSC – Eric Mills/e
FCPD – Kerene Gordan/e
Contractor – kressa.stewart@ironbow.com
Katie.Barton@ironbow.com

Contract Specialist III – Yong Kim, CPPB
ACS, Team 1 – Travis Scott
FCPS: jrwelsh@fcps.edu
GovMVMT:
David Kidd – mbelluz@cassevern.com
Tyler McCall – tmccall@govmvmt.org

Attachment A

LABOR CATEGORY	OLD RATE	NEW RATE
Network Administrator 1	$ 59.03	**$ 61.04**
Network Administrator 2	$ 77.30	**$ 79.93**
Network Administrator 3	$ 121.55	**$ 125.68**
Maintenance Technician 1	$ 51.90	**$53.66**
Maintenance Technician 2	$ 59.17	**$61.18**
Maintenance Technician 3	$ 69.74	**$ 72.11**
Installation Technician 1	$ 44.28	**$45.79**
Installation Technician 2	$ 55.40	**$57.28**
Installation Technician 3	$ 69.21	**$71.56**
Project Manager 1	$ 97.90	**$101.23**
Project Manager 2	$ 112.63	**$116.46**
Project Manager 3	$ 126.17	**$130.46**
Trainer 1	$ 69.44	**$71.80**
Trainer 2	$ 83.07	**$85.89**
Trainer 3	$ 104.43	**$107.98**
Program Manager 1	$ 141.32	**$146.12**
Program Manager 2	$ 158.26	**$163.64**
Program Manager 3	$ 175.94	**$181.92**
Technician 1	$ 91.54	**$94.65**
Technician 2	$ 109.54	**$113.26**
Technician 3	$ 130.99	**$135.44**
Engineer 1	$ 154.81	**$160.07**
Engineer 2	$ 192.78	**$199.33**
Engineer 3	$ 246.28	**$254.65**
Test Engineer 1	$ 50.80	**$52.53**
Test Engineer 2	$ 64.61	**$66.81**
Test Engineer 3	$ 78.50	**$81.17**
Configuration Analyst 1	$ 59.03	**$61.04**
Configuration Analyst 2	$ 77.30	**$79.93**
Configuration Analyst 3	$ 121.55	**$125.68**
Technical Support Specialist 1	$ 119.63	**$123.70**
Technical Support Specialist 2	$ 147.79	**$152.81**
Technical Support Specialist 3	$ 175.94	**$181.92**
Quality Assurance Engineer 1	$ 82.52	**$85.33**
Quality Assurance Engineer 2	$ 103.93	**$107.98**
Quality Assurance Engineer 3	$ 114.53	**$118.42**
Technical Writer 1	$ 83.07	**$85.89**
Technical Writer 2	$ 104.43	**$107.98**
Technical Writer 3	$ 124.78	**$129.02**
Business Systems / Process Analyst 1	$ 69.74	**$72.11**
Business Systems / Process Analyst 2	$ 103.11	**$106.62**
Business Systems / Process Analyst 3	$ 125.26	**$129.52**

Docusign Envelope ID: D62DDE2B-87FC-8757-807F-CDF9F5EEE337

County of Fairfax, Virginia

AMENDMENT

Date: October 13, 2026

Iron Bow Technologies, LLC
2121 Cooperative Way, Suite 500
Herndon, VA 20171

AMENDMENT NO. 18

CONTRACT TITLE: Technology Products, Services and Solutions

CONTRACT NO.: 4400012307

By mutual agreement, the above contract is hereby assigned to and renumbered as summarized below:

	Original Contractor Information	New Contractor Information
Contractor Name:	Iron Bow Holdings, Inc. dba Iron Bow Technologies, LLC	Iron Bow Technologies, LLC
Supplier Code:	1000045136	1000061458
GovMvMT Contract No:	4400012307	**Same as original**
Fairfax County Contract No:	4400012307	**4400015222**

This amendment is effective immediately and in no way alters the prices, terms and conditions of the original contract. Iron Bow Technologies, LLC hereby assumes all responsibilities and obligations under the contract.

Provide a current Certification of Insurance (COI) in accordance with Section 16, CONTRACT INSURANCE PROVISIONS, of this contract within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ Contracts Manager
(Signature) (Title)

Ann Nguyen October 8, 2026
(Printed) (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...
for Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
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DIT – Adam Eldert/e
DIT – Jeffrey Porter/e
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