TO: TANKS DIRECT
8580 LAURELDALE DRIVE
LAUREL, MD 20724

DATE ISSUED: JUNE 10, 2013

CURRENT CONTRACT NO: 377-13

CONTRACT TITLE: WPCD/DES - GENERATOR FACILITY TRAINING

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

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2014.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO PARAGRAPH 5 (ATTACHED)

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

VENDOR CONTACT: KURT UTZ
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: MARY STRAWN
EMAIL: MSTRAWN@ARLINGTONVA.US

TELEPHONE NO.: 703-228-6829

CONTRACT AUTHORIZATION

DATE

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2

Ivette Gonzales
Procurement Officer
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Tanks Direct, 8580 Laureldale Drive, Laurel, MD 20724 ("Contractor"), collectively the "parties".

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

Training for operations and/or maintenance personnel for the Standby Generator Facility (SGF) at the Water Pollution Control Plant (WPCP). Training session(s) shall be in accordance with the lesson plan submitted for reviewed and approval by Arlington County Project Officer. The trainings shall be conducted onsite at the Water Pollution Control Plant facilities at the date and time coordinated and approved by Arlington County.

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

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

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on April 15, 2013, and, unless terminated as provided below, shall continue until June 30, 2014.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor $1,000.00 per day, up to the amount not to exceed $10,000.00, when services are delivered and a correct invoice covering those services are received. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. The correctness of an invoice shall be determined by the Project Officer.

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

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the

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Contractor by the County for work performed by any subcontractor under this Agreement:

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

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

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

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

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be
expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

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

11. The Hold Harmless Agreement, attached hereto as Exhibit A, is made a part of this Agreement.

12. The Contractor agrees as follows:

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

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

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

   d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

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

14. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on
behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

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

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

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

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

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

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

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

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

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

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

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

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:
TO THE CONTRACTOR:

Tanks Direct
C/o Kurt Utz
0580 Laurel Oak Drive
Laurel, MD 20724

TO THE COUNTY:

Mary Straw, Engineering Program Coordinator
Arlington County Water Pollution Control Plant
3402 S. Glebe Road
Arlington, Virginia 22202

AND

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

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

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

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

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

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

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

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

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

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

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

C. COPYING RIGHTS
The County may make copies of the Software and Documentation, as
required for backup or modification purposes in support of its use of the Software and Documentation, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

D. TERM
The term of this license agreement is for as long as the County uses the Software for its intended purpose. This license may be terminated by the County without further liability upon thirty (30) days prior written notice. The Contractor may terminate this license if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

E. SOFTWARE WARRANTY AND MAINTENANCE
The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Contract remains effective.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: [Signature]
PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 5/15/13

TANKS DIRECT

SIGNED: [Signature]
PRINTED NAME: [Signature]
PRINTED TITLE: [Signature]
DATE: 5/6/2013
SFA AGREEMENT - SS# 377-13

EXHIBIT A

HOLD HARMLESS AGREEMENT

The Contractor understands and acknowledges that the County normally requires all Contractors with the County to secure certain insurance coverage evidenced by a Certificate of Insurance.

The Contractor certifies that, after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for the parties' Agreement.

Therefore, the Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County, and in consideration of the County's agreement not to require the Contractor to secure the insurance coverage customarily required of contractors with the County, covenants with the County and the County's successors, representatives and assigns, as follows:

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

2. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the County in its sole discretion determines that the covenants described in paragraph 1, above, shall no longer be necessary.

3. In executing this Hold Harmless Agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph 1, above. In executing this Hold Harmless Agreement, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.
The undersigned, an authorized agent of the Contractor and on behalf of TANKS DIRECT (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 377-13 (the “Project” or “County Agreement” as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as “information” or “County information”).

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

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

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its
authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device (or paper files).

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: [Signature]

Printed Name and Title: [Printed Name and Title]

Date: 5-6-2013
SFA AGREEMENT - SS# 377-13

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT

(CONTRACTOR)

TANKS DIRECT (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 377-13. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 377-13. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 377-13.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that

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it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 377-13, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 377-13 and shall survive termination of Contract No. 377-13.

Signed: 

Date: 5/6/2013

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT