NOTICE OF AWARD OF CONTRACT

TO: Wirehead Security, LLC
2501 Blue Ridge Rd., Ste 250
Raleigh, NC 27607

DATE ISSUED: March 18, 2012

CURRENT REFERENCE NO: 644-12

CONTRACT TITLE: Information Technology Security Services

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

Your firm is awarded the above referenced contract in accordance with Agreement No. 644-12 dated March 18, 2012. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on March 15, 2015.

The contract documents consist of the terms and conditions of Agreement No. 644-12, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT B

ATTACHMENT:

AGREEMENT NO. 644-12

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MICHAEL S. MENEFEE
VENDOR PAYMENT TERMS: NET 30 DAYS

VENDOR TEL. NO.: 919-863-4373
VENDOR EMAIL: mmenefee@wireheadsecurity.com

COUNTY CONTACT: LARRY SLATTERY
COUNTY TEL. NO.: 703-228-6877
COUNTY EMAIL: lslattery@arlingtonva.us

CONTRACT AUTHORIZATION

Ms. Elizabeth B. Dooley, DATE 3/18/12
Assistant Purchasing Agent
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 644-12

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between WireHead Security, LLC, 2501 Blue Ridge Rd, Suite 250 Raleigh, NC 27607 ("Contractor"), a State of North Carolina Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement and Exhibit A (Scope of Work), Exhibit B (Payment Schedule), Exhibit C (Nondisclosure and Data Security Agreement - Contractor), Exhibit D (Nondisclosure and Data Security Agreement - Individual), Exhibit E (Security Event Definitions and Protocols) and Exhibit F (PCS Shut-Down/Interface/Access Request Form), (collectively the "Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide hardware, software, licensing, monitoring, reporting, vulnerability scanning, assessments, and on-site installation assistance, configuration assistance, technical support, and other "Work" necessary to provide a SIEM (Security Incident and Event Management system) for the County’s Water Pollution Control Plant ("WPCP") Process Control System (PCS). The Scope of Work is more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work.
Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. **Lump Sum/Fixed Price Contract**
   This is a lump-sum, fixed-price contract. The Contractor agrees that the total payment for all tasks described under this Agreement will not exceed $27,700, ("Contract Amount") regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the scope of Work of the Contract. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Contract.

   The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents.

4. **Standard of Care**
   In the performance of the Work hereunder, the Contractor and all its agents, shall exercise the degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care").

5. **Responsibility of the Contractor**
   The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Work) or services provided, which are discovered within a twelve-month period of final completion of Work.

6. **Responsibility for Claims and Liabilities**
   The County's review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

7. **Contract Term**
   Time is of the essence. The Work shall commence upon execution of this Agreement, and installation shall be completed no later than March 15, 2012 with monitoring/reporting services to continue for three (3) years through March 15, 2015 (Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.
8. **PAYMENT**

The Contractor will be paid monthly upon its submission of a complete invoice, satisfactory to the Project Officer, that meets the requirements of this section. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the work completed or equipment purchased as part of the project during the preceding month. The Project Officer shall either approve the invoice or require corrections. The Project Officer will forward a complete electronic copy of the approved invoice to the WPCB representative. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The Contractor shall submit invoices containing the percent of time the WPCB PCS system was monitored and other support services were provided during the billing period (i.e. the percent availability of the Network Sensor, Management and Reporting Portal, etc.). The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. All invoices shall show funds invoiced and received prior, funds invoiced and not received prior, funds invoiced on the current request, and the balance remaining on the current Purchase Order.

9. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

10. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County (Project Officer, WPCB representative, Purchasing Agent) and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided.
pursuant to the amendment.

11. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates agreed by the parties in writing.

12. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

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

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor 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 Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

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

15. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is
issued in advance of the transaction, indicating that the ordering
agency has sufficient funds available to pay for the purchase. Such
a Purchase Order is to be provided to the Contractor by the ordering
agency. The County will not be liable for payment for any purchases
made by its employees without appropriate purchase authorization
issued by the County Purchasing Agent. If the Contractor provides
goods or services without a signed County Purchase Order, it does so
at its own risk and expense.

16. PROJECT STAFF
Prior to the assignment of Contractor personnel to any task(s), the
Contractor shall inform County Project Officer. No work shall be
performed unless approved by the County Project Officer.

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

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

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

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

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

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

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

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

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

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

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

21. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

The Contractor shall comply with all WPCP safety policies.

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

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of
the Contract takes effect ("Cure Period"). If the Contractor fails
to cure within the Cure Period or as otherwise specified in the
notice, the Contract may be terminated for the Contractor’s failure
to provide satisfactory Contract performance. Upon such
termination, the Contractor may apply for compensation for Contract
services satisfactorily performed by the Contractor, allocable to
the Contract and accepted by the County prior to such termination
unless otherwise barred by the Contract ("Termination Costs"). In
order to be considered, such request for Termination Costs, with all
supporting documentation, must be submitted to the County Project
Officer within fifteen (15) days after the expiration of the Cure
Period. The County may accept or reject, in whole or in part, the
application for Termination Costs and notify the Contractor of same
within a reasonable time thereafter.

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

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

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

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

23. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**
The performance of work under this Contract may be terminated by the
County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. INDEMNIFICATION
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 to fulfill its obligations contained in this section, 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 Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.
The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. 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 section, 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 Contract.

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

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

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

27. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any
rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

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

28. **DATA SECURITY**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment
records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

a. **County’s Non-Disclosure and Data Security Agreement (NDA).**
   The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non- incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.

b. **Use of Data.**
   The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

c. **Data Protection.**
   The Contractor agrees that it will protect the County’s Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

d. **Data Sharing.**
   Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County’s Chief Information Security Officer or designee.

e. **Security Requirements.**
   The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County’s Chief Information Security Officer or designee. The downloading of County information onto laptops or
other portable storage medium is prohibited without the express written authorization of the County’s Chief Information Security Officer or designee.

f. **Data Protection Upon Conclusion of Contract.**
   Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.

h. **Notification of Security Incidents.**
   The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.

i. **Subcontractors.**
   To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.

29. **ETHICS IN PUBLIC CONTRACTING**
   This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the 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, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

32. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be
and remain authorized to transact business in the Commonwealth of
Virginia during the Initial Term and any Subsequent Contract Term(s)
of this Contract. A contract entered into by a Contractor in
violation of this requirement is voidable, without any cost or
expense, at the option of the County.

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

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

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

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

36. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. 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.

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

38. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

39. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

40. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its
character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is sixty (60) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

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

43. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

44. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

46. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

47. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which
specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

48. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

49. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract 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:

Michael S. Menefee, President
WireHead Security, LLC
2501 Blue Ridge Rd.
Suite 250
Raleigh, North Carolina 27607

TO THE COUNTY:

The County Project Officer

Larry Slattery
DES, Water Pollution Control Bureau
3402 S. Glebe Road
Arlington, VA 22202

AND

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

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

51. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to
maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

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

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

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

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

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in
coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

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

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 3/12/12

WIREHEAD SECURITY, LLC.

AUTHORIZED SIGNATURE:

NAME AND TITLE: Michael Menefee
DATE: 3/8/12
AGREEMENT NO. 644-12
EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following equipment and services which include, but are not limited to: sensor hardware, software, licensing, monitoring, reporting, vulnerability scanning, assessments, and on-site installation assistance, configuration assistance, technical support, and other "Work" necessary to implement and maintain a Security Incident and Event Management system (SIEM) for the County's Water Pollution Control Plant ("WPCP") Process Control System (PCS) under the direction of the County Project Officer or designee. The SIEM will passively monitor the PCS for indications of viral infections, malware, modifications to the PCS system, unauthorized access, excessive communications traffic, denial of service events, indications of vulnerabilities, and other indicators of improper operation, access, or modification of the PCS. The SIEM will provide continuous security threat monitoring and network performance metrics without negative impact to the WPCP operations.

The SIEM will consist of proprietary hardware and software, including but not limited to:

1. A network sensor; and
2. CISCO ASA proprietary hardware and software (by County); and
3. Network sensor software shall be 64-bit custom Linux-kernel and all necessary proprietary software and licenses to operate the sensor's primary function
4. Any other hardware and software and licenses required to make the system functional.

COUNTY RESPONSIBILITIES:

1. The County will provide the following or equal:
   a. The County will provide access to existing fiber optic for appropriate connections to be made.
   b. The County will connect the Cisco firewall via fiber optic to the PCS core switch.

CONTRACTOR RESPONSIBILITIES:

1. 1. The following shall be provided by the Contractor on or before March 15, 2012:
   a. The Contractor shall install a network sensor onsite at the WPCP in the Operations Control Building (OCB) 2nd floor computer room; and
   b. The network sensor shall be connected to the ACG INET; and
   c. The network sensor shall have an active interface with the ACG INET network; and
   d. The network sensor shall have only passive, read only.
access to the PCS; and

e. The network sensor shall not have access to any other WPCP
PCS or non-PCS systems, computers, data bases, servers,
storage devices, or devices by any means or methods; and

f. The network sensor shall access the PCS only via the
following path: ACG Inet: Cisco Firewall: PCS

g. The Contractor shall provide the County with two (2) copies
of read-only DVD disks that contain the software, settings,
and configuration of the network sensor such that the
network sensor can be rebooted from the disk(s) should that
need occur. Other alternatives may be approved by the
Project Officer and the WPCB Chief; and

h. All wires and connections from the network sensor to the
PCS and other components that the network sensor is
attached to shall be labeled at both ends (a label set).
Each label set shall be a sequential numeric value
beginning with 001 and shall also include tags with an
appropriate English description approved by the WPCB Chief
or designee; and

i. Provide a legible drawing in hard copy and PDF copy on CD
to the County that clearly show the network sensor
connections to the PCS core connections and other
components wiring diagram with the appropriate connection
tag numeric values and English description. The County
reserves the right to reject this deliverable if it does
not meet the quality and detail requirements herein. The
Contractor shall then resolve the issues and submit the
corrected drawing in forty eight (48) hours following
County’s rejection of the original set.

2. The Contractor shall verify all connectivity requirements for the
network sensor and take the necessary steps to ensure that it is
in compliance with manufacturer’s recommendations and system
requirements such that a viable system results by COB April 15,
2012. Contractor shall relinquish all access credentials to the
firewall to DTS and the WPCB.

3. After completion of the installation of the network sensor on or
before March 15, 2012 the Contractor shall begin performing a
minimum 30 day burn-in period for the network sensor which
includes, but is not limited to the following:

a. Perform passive identification and classification of all
assets on the PCS LAN; and

b. Organize assets into meaningful categories; and

c. Establish event classification; and

d. Establish escalation processes (See Exhibit D)
   i. During the burn-in period, for all events deemed
      “critical” the Contractor will respond within 4
      hours; and

e. Create a custom reporting Management and Reporting
Portal/interface interface; and

f. Work with DTS, DEB, and WPCB to determine the events and
reports that are most meaningful; and

AGREEMENT No. 644-12
g. Grant access to the Management and Reporting Portal/interface to authorized DTS, DES, and WPCP personnel; and

h. Refine the Security Event Definitions and Protocols (Escalation and Response Agreement) in Exhibit D; and

i. The 30 day burn-in period shall be completed on or before April 15, 2012.

4. Upon completion of the 30 day burn-in period, on or before April 15, 2012, the management and support aspect of this Contract will begin. The Contractor shall provide the following:

a. Access to the Management and Reporting Portal 24x7; and

b. Support for change requests and troubleshooting help

   i. Phone support 8 a.m. to 5 p.m. EST (Eastern Standard Time) (“Normal Working Hours”)

   ii. Email support 24 hours per day; and

   c. Reports

   i. Real time - 24/7 via Management and Reporting Portal

   ii. Monthly - high level reports for DTS, DES, and WPCB personnel, format and content to be determined during burn-in period with modifications allowed during the duration of the Contract.

   iii. Copies of all reports generated and/or distributed by the Network Sensor, Management and Reporting Portal, and requested by any customers (DTS, DES, WPCB, etc.) must be forwarded via email in a legible pdf format to the WPCB Chief and designees at the same time the reports are distributed to the customers; and

   iv. Reports that accurately reflect real time and historical the following aspects:

      1. Potential threats

      2. Network health statistics

      3. Compliance reporting; and

   d. Alerting and trouble-ticketing systems; and

   e. The network sensor signature current threat databases will be updated monthly; and

   f. Vulnerability scans to be run monthly per procedures in #9; and

   g. Changes in rules and alerts that were developed during the burn-in period can be made during the available support options within 24 hours. All requests for changes must be copied via email to DTS Project Officer and the WPCB Chief upon receipt; and

   h. The Contractor shall provide 30-day written advanced notification to DTS and WPCB personnel concerning any scheduled maintenance downtime for the Management and Reporting Portal; and

   i. Provide interpretation of data; and

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AGReEMENT No. 644-12
j. Provide immediate fixes to any new threats or vulnerabilities that may occur; and

k. Provide security analysts who will respond and escalate events as agreed upon during the initial setup and tuning phase.

5. The Contractor shall provide Task #1 above and Task #7 below such that there is no degradation to PCS performance (bandwidth, functionality, etc.) or impact to PCS capabilities, programs, control systems, performance, or data.

6. The Contractor shall coordinate and work with the Department of Technology Services (DTS) and WPCB personnel to successfully schedule and implement the various onsite and offsite work.

7. Beginning on or before April 15, 2012, the Contractor shall provide 24/7 monitoring of the PCS network and report network changes and security events by specified protocols, within specified time limits, and to specified personnel. See Exhibit D.

8. The Contractor shall provide troubleshooting assistance when requested by the County.

9. The Contractor shall provide Vulnerability Assessments:
   a. At pre-determined intervals set by the County; and
   b. Only with the expressed written permission of all of the following individuals:
      i. DTS lead - Information Security Operations Manager or designee
      ii. WPCP Chief or designee
      iii. WPCP Operations Manager or designee
      iv. WPCP Maintenance Manager or designee
      v. WPCP Process Control Engineer or designee; and
   c. The form located in Exhibit E (PCS Shut-Down/Interface/Access Request Form) must be completely filled out in advance, signed off, and all parties must be in receipt of the completed form at least one (1) week prior to the execution of each Vulnerability Assessment; and
   d. Contractor will provide the WPCP copies and documentation of all programs and methodologies proposed to be utilized for Vulnerability Assessments at least one (1) month in advance prior to proposed use; and
   e. Contractor will meet with PCS vendor(s) to verify that the proposed programs and methodologies will not negatively impact the PCS prior to using the programs and/or methodologies; and
   f. Contractor will only use Vulnerability Assessment programs and methodologies that have prior approval of the WPCP Chief.
   g. Generally, the WPCP will allow use of passive Vulnerability Assessment programs and methodologies; and
h. Vulnerability scans will not modify PCS code, settings, wireframes, variables, constants, values, or any component of either the hardware or software supplied by Rockwell or other vendors, data generate by the PCS system or its components, or values entered by WPCB personnel or its delegates; and

i. The Contractor is not authorized to utilize any active Vulnerability Assessment programs or methodologies without written permission of the WPCB Chief; and

j. Vulnerability scans may require modification of the Cisco Firewall and PCS ports. These temporary modifications will be performed only with approval of the DTS Security Operations Manager and the WPCB Chief. Modifications will be performed by DTS personnel. Contractor will verify that the Firewall and ports have been returned to their original states after the scan; and

k. Vulnerability scans will not impact the viability of the PCS in any way, form, or manner, including but not limited to response time or bandwidth capacity.

10. The network sensor and all other Contractor hardware shall be covered by a 5-day onsite replacement of any hardware that should fail during the 36-month contract.

11. The Contractor shall address all software issues within one (1) day.

WORK HOURS
All Work shall be performed from Monday through Friday between 8:00 am and 5:00 pm EST. All Work outside of Normal Working Hours must be approved by the County Project Officer and the WPCB Chief prior to the Work being performed. All requests for performance of work outside of Normal Working Hours and/or on County holidays shall be submitted to the County Project Officer a minimum of three (3) days prior to when the Contractor plans to perform the Work.

PERSONNEL
The Contractor shall perform all services provided under this Contract with personnel who are competent, experienced, and have knowledge of the systems that are being worked on. Contractor will provide County with documentation of qualifications of proposed personnel and the County has the right of reasonable rejection of any proposed personnel. If the Project officer reasonably rejects proposed personnel or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

Contractor's personnel, including the supervisor, who perform work in the facilities covered by the Contract, shall wear, at the minimum, safety shoes, safety glasses/goggles, reflective vest, hard hat, and contractor/visitor temporary Identification Tag(s) while on-site. All Contractor's personnel shall use the temporary proximity card to swipe in and out to gain access and exit each and every gate and door that
has a prox card reader. Contractor personnel can only access the PCS Network room when a WPCB approved escort is present.

The Contractor shall designate and identify to the County a Project Manager for this project.
**AGREEMENT NO. 644-12**

**EXHIBIT B**

**PAYMENT SCHEDULE**

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Description</th>
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<tbody>
<tr>
<td>Setup and Installation of Network Sensor</td>
<td>$2,500.00 Lump Sum Upon Contract Execution</td>
</tr>
<tr>
<td>Total Management and Support Fees, Monthly for Year 1</td>
<td>$500.00/Month, 12 Months</td>
</tr>
<tr>
<td>Total Management and Support Fees, Monthly for Years 2</td>
<td>$800.00/Month, 24 Months</td>
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<tr>
<td>and 3</td>
<td></td>
</tr>
<tr>
<td>Total, Not to Exceed Value (Without Change Orders)</td>
<td>$27,760.00</td>
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</tbody>
</table>
AGREEMENT NO. 644-12

EXHIBIT C

NONTDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

WireHead Security, LLC., 2501 Blue Ridge Rd, Suite 250 Raleigh, NC 27607 ("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. 644-12. 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. 644-12. 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. 644-12.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that 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. 644-12, 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. 644-12 and shall survive termination of Contract No. 644-12.

Signed:

Date: 3/7/12
AGREEMENT NO. 644-12
EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and 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 my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 644-12 (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. 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, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise 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 (as also collectively referred to herein as "information" or "County information").

I agree that I 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 authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law/s, subject to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will 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. I will also ensure that any device or media on which information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer's security system or any other breach of Project protocols. I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the highest level of administrative safeguards 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 requirement. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all County information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: [Signature]

Printed Name: [Name]

Date: 3/8/12
Witnessed:  
Contractor's Project:  
Manager:  
Printed Name: Michael M. Metz  
Date: 3/8/12
**AGREEMENT NO. 644-12**

**EXHIBIT E**

**SECURITY EVENT DEFINITIONS AND PROTOCOLS**

This section will be updated and revised by the Contractor, DTS, and WPCB personnel according to the terms and conditions of the Contract.

<table>
<thead>
<tr>
<th>Security event</th>
<th>Contacts</th>
<th>Communication via</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in PCS network configuration</td>
<td>DTS, WPCB, PCS WIN911</td>
<td>Email, text, internet</td>
<td>Immediately without delay, 24/7</td>
</tr>
<tr>
<td>Unauthorized access</td>
<td>DTS, WPCB, PCS WIN911</td>
<td>Email, text, internet</td>
<td>Immediately without delay, 24/7</td>
</tr>
<tr>
<td>High levels of unauthorized traffic</td>
<td>DTS, WPCB, PCS WIN911</td>
<td>Email, text, internet</td>
<td>Immediately without delay, 24/7</td>
</tr>
<tr>
<td>High levels of authorized traffic</td>
<td>DTS, WPCB</td>
<td>Email, text, internet</td>
<td>Normal Working Hours</td>
</tr>
</tbody>
</table>
PCS SHUT-DOWN/INTERFACE/ACCESS REQUEST FORM

PCS SHUT-DOWN/INTERFACE/ACCESS REQUEST

From: ________________

To: Arlington County

PCS SDIFAR #

Submitted: Date: Time:

Each Section is to be filled out in entirety

1. Purpose of the request:
2. Personnel who will be performing the work
3. Location(s) of personnel who will be performing the work
4. Contact route(s) for each person(s) who will be performing the work
   a. Phone
   b. Email
   c. other
5. Firm that each person(s) who will be performing the work is associated with
6. Access route(s) required for performing the work
7. Purpose of the Scheduled Events:
   a. Pre-inspection walk through:
   b. Confirmation Dry Run:
   c. Starting Date/Time:
   d. Completion Date/Time:
8. Identifications:
   a. FULL Scope of Work:
      OWNER
      CONTRACTOR
   b. Equipment, devices, panels and circuits affected by the shut down:
   c. Has operations been informed of what could be impacted and what to monitor?
   d. Is sufficient operation, maintenance, and contractor staff available to mitigate
challenges?

e. Attached print identifying all electrical and pipe circuits/arrangements.

f. Has the PCS and/or other potentially impacted IT aspects been identified and backed up?

g. Has the recovery plan for the IT aspects been generated and agreed to?

h. What is the backup/contingency plan and has this been detailed and reviewed with operations and maintenance and have operations and maintenance signed off?

i. Are additional UPS units required?

j. Equipment necessary and/or required for the PCS SDIFAR.

k. Misc other requirements: (Cleaning, Etc.)

l. Safety Considerations: CSE □ Hotwork □ Engineered Equipment □
electrical, fire protection, other
9. Approval signatures:

a. Bureau Chief: ________________________________

b. Plant Operations: ______________________________

c. Plant Maintenance: ______________________________

d. Process Control: ______________________________

e. DTS lead: ______________________________

f. DTS backup: ______________________________

g. Contractor: ______________________________

   I. Subcontractor: ______________________________

Additional Data:

ACWPCB PERSONNEL ONLY

Remarks: ______________________________

Attachments:

cc: Read, File