NOTICE OF AWARD OF CONTRACT

TO:
SOFECK SERVICES INC.
1156 15TH STREET, NW
SUITE 100
WASHINGTON, DC 20005

DATE ISSUED: March 7, 2014
CURRENT CONTRACT NO: 672-14
RESIDENTIAL PARKING PERMIT DATABASE MAINTENANCE

PRIOR CONTRACT NO: N/A

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 MARCH 7, 2014 and expires on DECEMBER 31, 2014.

This is the FIRST year award notice of a possible ONE year contract.

The contract documents consist of the terms and conditions of Agreement No. 672-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT NUMBER 672-14 (ATTACHED)
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
1) REFER TO AGREEMENT NUMBER 672-14

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

VENDOR CONTACT: LYNN LEAR
VENDOR PAYMENT TERMS: NET 30 DAYS

TELEPHONE NO.: (202) 747-5000
EMAIL ADDRESS: LLEAR@softekdc.com

COUNTY CONTACT: MICHAEL CONNOR

TELEPHONE NO.: 703-228-0592
EMAIL ADDRESS: MCONNOR@ARLINGTONTVA.US

CONTRACT AUTHORIZATION

Richard D. Warren, Jr. CPPE
Purchasing Agent

DATE: 3/7/14

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1

L:/DIP/DOC/TEMP/TPL/1-TEMPLATES-FINAL/P0087/NOTICE OF AWARD OF CONTRACT/REV 4/13
ARLINGTON COUNTY, VIRGINIA

AGREEMENT NUMBER 672-14
RESIDENTIAL PARKING PERMIT DATABASE MAINTENANCE
FY 2014

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and SOFTEK SERVICES, INC. OF 1156 15TH STREET, NW, SUITE 100, WASHINGTON, DC 20005 ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the goods or services as described in ATTACHMENT A: SOFTEK SCOPE OF WORK FY14.

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 FEBRUARY 28, 2014, and, unless terminated as provided below, shall continue until DECEMBER 31, 2014.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay UP TO THE amount shown in ATTACHMENT A, FOUR THOUSAND TWENTY FIVE DOLLARS ($4,025.00). The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

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

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

   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 Contractor shall provide the insurance coverages below before the start of work and shall provide a certificate of insurance evidencing such coverages.

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

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.

AGREEMENT 672-14
Page 4 of 17
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 ATTACHMENT 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, 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:

LYNN LEAR, DIRECTOR
SOFTEK SERVICES, INC.
1156 15TH STREET NW
WASHINGTON DC 20005

TO THE COUNTY:

Sarah Stott, Parking Manager
Department of Environmental Services
2100 Clarendon Blvd., Ste. 900
Arlington, VA 22201

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: ________________________________  SIGNED: ________________________________

PRINTED NAME: RICHARD D. WARREN, JR.  PRINTED NAME: Lynn Lear
PRINTED TITLE: PURCHASING AGENT  PRINTED TITLE: Director of Consulting

DATE: 3/7/14  DATE: 3/3/14

AGREEMENT 672-14
Page 8 of 17
Attachment A

SOFTEK SCOPE OF WORK FY14

RPP Database (front-end) Changes:

1. Create spreadsheet containing residents contact and permit parking information for Print Shop to create the renewal letters and pre-filled application forms.
   a. All residents
   b. 3129, 3131, 3133 9th Rd N (only receiving 1FP and 1STP)
   c. 700 - 800 E 64th Pl 6712 S (1 FP only)
   8 hours

2. Create spreadsheet containing landlords contact and permit parking information for Print Shop to create the renewal letters and pre-filled application forms.
   4 hours

   2 hours

4. Update and review fulfillment materials with 2013-2014 permit parking year information:
   a. Cover Letter
   b. FlexPass
   c. Landlord Pass
   d. Pass Renewal Sticker (resident and landlord)
   e. Short-term passes
   8 hours

RPP Web Changes:

5. 2014-2015 RPP Year Preparation (to launch May 1st)
   1 hour

Miscellaneous:

6. Special projects and technical support as needed until June 30, 2014.
   12 hours

Total: 35 hours billed at $115/hr = $4,025
SOLE SOURCE JUSTIFICATION

SUPPLIER: Bectek Services, Inc.
COMMODITY: Residential Permit Parking Software Upgrade
ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE: $10,000 - $50,000

The person identified below requests that competitive procurement be waived and that the identified Supplier of the service or material described in this Sole Source Justification is authorized as a sole source for the service or material.

A MEMORANDUM DESCRIBING THE BASIS FOR THE SOLE SOURCE PROCUREMENT WITH THE SUPPORT DOCUMENTATION AS DIRECTED IN INITIAL ENTRY MUST BE ATTACHED. (More than one entry will apply to most sole source requests).

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.

- SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist.

- SOLE SOURCE REQUEST IS FOR THE ONLY GREATER WASHINGTON AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's - not the distributor's - written certification that identifies all regional distributors.

- THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Attached memorandum shall explain.)

- THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS AGENCY OR PERFORM THE INTENDED FUNCTION. (Attached memorandum shall describe details of specialized function or application.)

- THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attached memorandum shall describe basis for standardization request.)

- NONE OF THE ABOVE APPLY. (Attached memorandum shall describe detailed explanation and justification for the request.)

Sarah E. Smith
REQUESTOR (Type or sign)

DBS/Transportation/Transportation Engineering
DIVISION/BUREAU/DEPARTMENT

APPROVED BY PURCHASING: _______ DATE: _______ SOLE SOURCE NO.: _______

DISAPPROVED BY: _________________________ DATE: ___________

REASON FOR DISAPPROVAL: ________________________________

MCW APPROVAL DATE (IF above $50,000): ________________

AGREEMENT 672-14
Page 10 of 17
November 18, 2013

Ms. Sarah Stott
Arlington County, Virginia - Division of Transportation
2100 Clarendon Blvd.
Suite 900
Arlington, VA 22201

Dear Ms. Stott,

We look forward to the having the opportunity to maintain and service Arlington County’s permits parking program.

This system was custom designed and programmed to manage the unique processes and business rules involved with issuing permits and visitor passes to 10,000+ households in the County. The system was also written to meet very specific integration requirements with other County systems. For example, it validates car registration information directly with the County’s personal property tax system. The system also integrates with County’s address master file to determine household eligibility and mailing of parking permit applications to appropriate citizens. Updates in either system is seamlessly reflected in the permits parking program to save time and redundancy of data across County systems.

This is not an off-the-shelf product since standard COTS programs would not satisfy the intricacies and unique requirements needed in the permits parking program. Softek works with a variety of departments at the County and has access to and is knowledgeable with the back-end systems required to efficiently support, maintain and integrate the permits parking program. We can also provide on-site support when necessary since we are located in Washington, DC.

Feel free to contact me if you have any questions.

Thanks,

Lynn Lear
Director of Consulting Services
Softek Services, Inc.
AGREEMENT NO. 672-14
ATTACHMENT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Sofoke Services, Inc. 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. 672-14 (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
suspicous 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: Lynn Lear, Director of Consulting
Date: 3/3/14
AGREEMENT NO. 672-14
ATTACHMENT B

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. 672-14 (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: [Date]

AGREEMENT 672-14
Page 16 of 17
Witnessed:

Contractor's Project
Manager: Lynn Lear
Printed Name: Lynn Lear
Date: 3/3/14

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Chris Miller, Agent
1009 U Street NW
State Farm
Washington, DC 20001-4021

INSURED

Softek Services Inc.
1155 15th St NW STE 100
Washington, DC 20005-1785

INSURER(S) AFFORDING COVERAGE

INAC #: 25443

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>DAMAGE TO SCHEDULED AUTOMOBILES</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Additional Insured:
Arlington County, its officials and employees are additional insured.

CERTIFICATE HOLDER

Arlington County, Virginia
2100 Clarendon BLVD.
Suite 900
Arlington, VA 22201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CHRIS MILLER, AGENT

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