NOTICE OF AWARD OF CONTRACT

TO: Presidio Networked Solutions, Inc
7601 Ora Glen Drive
Suite 100
Greenbelt, Maryland 20770

DATE ISSUED: August 12, 2014
CURRENT REFERENCE NO: 767-14

CONTRACT TITLE: Connect Arlington Network Operations and Maintenance

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective August 12, 2014 and expires upon 30 days written notice from the County.

The contract documents consist of the terms and conditions of Agreement No. 767-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO AGREEMENT 767-14 (ATTACHED)

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

CONTACT: Patrick McManaman, Account Manager

TELEPHONE NO.: 202-237-2822

CONTACT EMAIL: pmcmanaman@presidio.com

COUNTY CONTACT: John Bayliss

TELEPHONE NO.: 703-228-4827

COUNTY EMAIL: jbayliss@arlingtonva.us

CONTRACT AUTHORIZATION 8/12/14

DID FOLDER: 1

Richard D. Warren, Jr., CPPB
PURCHASING AGENT
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 767-14

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Presidio Networked Solutions, Inc., 7601 Ora Glen Drive, Suite 100, Greenbelt, Maryland 20770 ("Contractor"), a Maryland 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, Exhibit A (Scope of Services), Exhibit B (Contract Pricing), Exhibit C (Nondisclosure and Data Security Agreement, Contractor), and Exhibit D (Nondisclosure and Data Security Agreement, Individual).

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 operation and maintenance of the County's network called "ConnectArlington", including edge, hub and datacenter locations, with the exception of wireless networks, Client VPN connections and firewall operations. 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. CONTRACT TERM

The Work shall commence on the date of execution of the agreement by the County and shall be completed no later than the last day prior to the commencement of substantially similar services under an agreement with

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the vendor that is to be selected by the County through a competitive solicitation process. The County will notify the Contractor not less than thirty (30) days in advance of the commencement date of the new agreement with the selected vendor.

4. CONTRACT AMOUNT
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. The Contractor agrees that it shall complete the Work for the total amount specified in this section (“Contract Amount”) unless such amount is modified as provided in this Agreement.

6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. 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.

8. 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 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 therefor 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.
9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A to this Contract 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 set forth in Exhibit B to this Contract unless otherwise agreed by the parties in writing.

10. 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.

12. 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 this section 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.

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13. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to 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
The County will, throughout the Initial Contract Term and any Subsequent 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.

18. 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.

19. 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.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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.

21. 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.
22. **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.

23. **WARRANTY**

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

24. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense
against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

25. 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.

26. 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.

27. 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 the 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 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.

28. **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.

29. **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 Agreement No. 729-14

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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.

30. 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.

31. DATA SECURITY AND PROTECTION

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.

(g) **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.

(h) **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.

32. **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 Governmental Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-438.1 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.

33. 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.

34. FORCE MAJEURE
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.

35. 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 sole option of the County.

36. RELATION TO COUNTY
The Contractor is 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.

37. 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.
38. 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.

39. 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.

40. 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.

41. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.
42. 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.

43. 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 fifteen (15) 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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

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-15-
competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this
Contract.

49. 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.

50. 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.

51. 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

52. AMBIGUITIES
Each party and its counsel have participated fully in the review and
revision of this Agreement. Any rule of construction to the effect that
ambiguities are to be resolved against the drafting party shall not
apply in interpreting this Agreement. The language in this Agreement
shall be interpreted as to its fair meaning and not strictly for or
against any party.

53. 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:

Patrick McManaman
Account Manager
Presidio Networked Solutions, Inc.
7601 Ora Glen Drive Suite 100, Greenbelt, MD 20770

TO THE COUNTY:

John Bayliss
Director, Network Engineering and Operations
Arlington County
2100 Wilson Blvd, Arlington, Va 22201

Agreement No. 974-10
-16-
AND

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

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

55. 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, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, 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 - 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. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. 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.

56. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 8/12/14

PRESIDIO NETWORKED SOLUTIONS, INC.

AUTHORIZED SIGNATURE:

NAME AND:
TITLE: EXECUTIVE DIRECTOR
DATE: 8/11/14

Agreement No. 907-14
Agreement No. 767-14

Exhibit A

Scope of Services

County Network Monitoring and Technical Support for all County Facilities

Presidio Incorporated (Contractor) has since July 21, 2008, been responsible for the Operation and Maintenance of the County’s “ConnectArlington” Network (Network). The Network is defined as any existing and future sites that have network connection to the County’s telecommunication resources. This includes but is not limited to: edge sites, hub sites, and data centers connected via County fiber, I-Net (Comcast) fiber, and Site to Site VPN (see site list in Attachment B to this Scope of Services). Client VPN connections and firewall operations are excluded from Presidio’s current scope of responsibility unless specifically added as Additional Services.

The Contractor shall for the term of this Agreement be responsible for the Operations and Maintenance of the Network at the same or improved service levels as are currently in place, as described herein and in Attachment A to this Scope of Services, “Performance Standards and Service Levels”.

General Responsibilities

The Contractor shall ensure that recommended software levels are maintained on all Network equipment at all times in conjunction with Cisco’s list of stable releases as stated in http://www.cisco.com/en/US/support/docs/ios-nx-os-software/ios-software-releases-121-t/15071-chocs-nx-ios.html

The Contractor shall also ensure that the entire Network and the services that the network provides are stable, with the goal of 99.99% uptime during normal business hours.

The Contractor shall continually monitor the Network through an automated monitoring system to locate and correct problems as soon as possible, ideally before end-users are affected. The Contractor’s Network maintenance responsibilities include performing repairs and upgrades (for example, when equipment must be replaced, when a router needs a patch for an operating system image, when a new switch is added to a network) and taking measures to prevent issues, such as adjusting device configuration parameters, from arising in the future.

The Contractor shall provide hardware maintenance and operational support during the County’s core business hours, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, and outside of core business hours as described in Attachment A. The County will notify the Contractor of service requests via e-mails and/or automated telephone calls.

Changes to the Network

The Contractor shall be responsible, at no extra cost to the County, for minor changes to the Network, such as those made during troubleshooting or upgrades and feature/security enhancements. Minor changes include, but are not limited to, port changes, VLAN/VRF assignments, and other any other configuration changes required to maintain the Network services as currently deployed.

Major changes to the Network, which include but are not limited to adding a new site, moving an existing site, and adding a new network will require an amendment to this Agreement. In the
event of a proposed major change, the Contractor shall provide an outline of the work required and a price quote for Network Monitoring and Technical Support. If the County accepts the proposal, the parties shall execute an Amendment to this Agreement to add the major change to scope of the Work and to increase the total Contract Amount accordingly.

Whenever a minor or major change is made, the Contractor shall update the Network documentation, including detailed Visio diagrams for specific network segments and overall County network diagrams, all of which are stored on the County’s L drive.

Asset Inventory and Monitoring

The Contractor shall notify the County immediately when the Contractor adds, moves or changes Network equipment, so that the County can maintain an accurate Asset Inventory Database. The Contractor is responsible for ensuring that the County is made aware of all Network equipment assets applicable to this Agreement. The County owns the Asset Inventory Database.

- The Contractor shall provide the DTS Network Engineering Manager with the information needed to monitor production equipment, including equipment type, location installed, ports to monitor and alert thresholds.
- Upon installation of any new equipment, Contractor shall promptly meet with the DTS Network Engineering Manager to enter information into the County’s monitoring systems. The County’s monitoring systems are SolarWinds, OPsManager and WhatsUPGold.
- The Contractor shall coordinate with Cisco to ensure that the County’s SmartNet service is up to date, that licenses correctly reflect that the County is the owner of the service and that Contractor has the ability to open, track, escalate and close service tickets.

Network Operations Maintenance and Support

Contractor shall provide management, operations, and maintenance support for the Network at all sites, from the physical layer through the application layer as defined by the ISO/OSI network reference model.

- Network maintenance and support includes but is not limited to:
  - Preventative maintenance and repair of routers, switches, CISCO equipment, media converters, multiplexers, modems, and other network hardware as required; and
  - Preventative maintenance and repair of cell managers. UCS systems, analog gateways, CER systems and handsets.

Fiber installation repair and splicing is not covered under this Agreement.

- Operations Support includes but is not limited to:
  - Configuration of the Network hardware;
  - Documentation and Network maps, such as physical and logical maps;
  - Recommendations and suggestions for improvements or changes in processes, procedures and configurations that yield more efficient Network management and performance;
  - Management of Network hardware and software moves, additions and changes (MACs);
  - Configuration, as required, of routers, switches, CISCO equipment, and other Network hardware and of computing devices.
  - Facilities and infrastructure support, including:

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 Coordination of site visits with subscribers and other contractors as required to maintain equipment; and
 o Connection of equipment to leased circuits provided by the telecommunications providers
 o Network traffic engineering;
 o Network growth analysis;
 o Network security analysis;
 o Network migration and expansion strategies; and
 o Network capacity planning.

Backup and Disaster Recovery Services

The Contractor and County shall each perform separate backup and recovery activities to ensure that stored data will not be lost in the event of a Network failure. These activities include, but are not limited to:

- Determining the backup requirement for all configuration changes, new data or software application components that are added to the County’s systems, and
- Annually testing the backup/restore procedure, on a schedule mutually agreed to by the County and the Contractor, to full functionality and providing an after-action report to the County.

Call Center Support

The County will maintain and staff a call center during standard business hours (8:00 a.m. – 5:00 p.m., Monday – Friday), to input user trouble tickets that are then assigned to the Contractor by County staff. Outside of standard business hours, including all day on published County holidays, the Contractor shall receive automated alerts and/or voicemails from the County, for events that are related to Network issues, and shall coordinate Contractor, County and other County contractor support to resolve expeditiously any issue affecting the delivery of service. Contractor’s staff must be accessible by telephone to identify and report problems/faults and obtain status. The Contractor will be granted remote access to the County’s Service Desk application, for which the County will supply the necessary software licenses. The Contractor will be given access to create, update, reassign tickets and create reports.

The Contractor shall also monitor all Network elements 24-hours a day, including all published County holidays, and coordinate repair activities as required.

Network Status, Event and Trend Reporting

Upon request, the Contractor will provide documentation of any missed carrier circuit provisioning/installation deadlines or circuit problems not resolved by the carrier. The Contractor will also, upon request, provide documentation related to carrier circuit latency or jitter for Network circuits.

Upon request, the Contractor shall produce status reports, including at a minimum the following information:

- Performance reporting for all hardware circuits, including any abnormalities,
- Problem areas, hardware failures, losses of connectivity, number of trouble tickets, outages, duration of each outage, and outage resolution and time-to-repair;
- Daily back-up job status for the week;
- Tasks completed and any issues encountered during the week;
• Plans and anticipated issues for the next week;
• Network bandwidth analysis and utilization in absolute and percentage;
• Individual device utilization and performance reports;
• Inventory of managed equipment identifying location, highlighting equipment and configuration changes during the reporting period; and
• Performance and compliance reports indicating adherence to Software License Agreements with any Internet Service Providers contracted by the County.

Network Engineering Planning and Consulting Services and Major Upgrades

The Contractor shall provide to the County network engineering services for the design, development and implementation of changes and expansions to the Network, as well as other consulting services related to the Network.

The County, at its option, may request additional network engineering and planning services for major upgrades to the Network that are not included in the Scope of Work for Operations and Maintenance to the County or a designee. The County will provide an assessment of potential risks associated with the transition, and the Contractor’s transition plan will address how to mitigate those and any other identified risks. The plan shall include at a minimum:

• Deliverables in a format acceptable to the County Program Manager:
• Current performance, capacity, and bandwidth utilization measurements
• All configuration control documents
• All network engineering records
• Open CISCO TAC cases, their status and chronological history
• Network inventory
• Description and status of open task orders
• Transition steps to close all open trouble tickets

• Identified risks and vulnerabilities
• Assumptions
Attachment A

Performance Standards and Service Levels

The following outlines the Service Level Agreement ("SLA") for technical support the Contractor will provide to the County under the scope of this Agreement. The severity level is identified in the County's Help Desk System by County Staff.

<table>
<thead>
<tr>
<th>Definition</th>
<th>SLA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Severity 1</strong></td>
<td></td>
</tr>
<tr>
<td>Network/Phone outage affecting multiple users</td>
<td></td>
</tr>
<tr>
<td>Technician Notified - Date and time that the ticket was assigned to the technician from the call center</td>
<td></td>
</tr>
<tr>
<td>Technician Promised - Date and time that the customer was first contacted by the tech to set up an appointment.</td>
<td>Within 15 minutes of notification of ticket</td>
</tr>
<tr>
<td>Technician Arrived - Time and date the tech arrived at the customer's desk.</td>
<td>Within 1 hour of notification of ticket</td>
</tr>
<tr>
<td>Technician Completed - Time and date when the issue was resolved.</td>
<td>Within 4 hours of notification of ticket</td>
</tr>
<tr>
<td>Resolution - When customer is back working and productive</td>
<td></td>
</tr>
<tr>
<td><strong>Severity 2</strong></td>
<td></td>
</tr>
<tr>
<td>Individual user completely down or Network printer down</td>
<td></td>
</tr>
<tr>
<td>Technician Notified - Date and time that the ticket was assigned to the technician from the call center</td>
<td></td>
</tr>
<tr>
<td>Technician Promised - Date and time that the customer was first contacted by the tech to set up an appointment.</td>
<td>Within 30 minutes of notification of ticket</td>
</tr>
<tr>
<td>Technician Arrived - Time and date the tech arrived at the customer's desk.</td>
<td>Within 2 hours of notification of ticket</td>
</tr>
<tr>
<td>Technician Completed - Time and date when the issue was resolved.</td>
<td>Within 8 hours of notification of ticket</td>
</tr>
<tr>
<td>Resolution - When customer is back working and productive</td>
<td></td>
</tr>
<tr>
<td><strong>Severity 3</strong></td>
<td></td>
</tr>
<tr>
<td>Normal service request such as Network slowness, where system is functioning but not at optimal levels.</td>
<td></td>
</tr>
<tr>
<td>Technician Notified - Date and time that the ticket was assigned to the technician from the call center</td>
<td>Within 4 hours of notification of ticket</td>
</tr>
<tr>
<td>Technician Promised - Date and time that the customer was first contacted by the tech to set up an appointment.</td>
<td>Within 8 hours of notification of ticket (1 business day)</td>
</tr>
<tr>
<td>Technician Arrived - Time and date the tech arrived at the customer's desk.</td>
<td>Within 16 hours of notification of ticket (2 business days)</td>
</tr>
<tr>
<td>Technician Completed - Time and date when the issue was resolved.</td>
<td></td>
</tr>
<tr>
<td>Resolution - When customer is back working and productive</td>
<td></td>
</tr>
<tr>
<td><strong>Severity 4 (VIPs)</strong></td>
<td></td>
</tr>
<tr>
<td>VIP user requesting service as defined in the County Help Desk System</td>
<td></td>
</tr>
<tr>
<td><strong>Definition</strong></td>
<td><strong>SLA</strong></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Technician Notified – Date and time that the ticket was assigned to the technician from the call center</td>
<td></td>
</tr>
<tr>
<td>Technician Promised – Date and time that the customer was first contacted by the tech to set up an appointment.</td>
<td>Within 15 minutes of notification of ticket</td>
</tr>
<tr>
<td>Technician Arrived – Time and date the tech arrived at the customer’s desk.</td>
<td>Within 1 hours of notification of ticket</td>
</tr>
<tr>
<td>Technician Completed – Time and date when the issue was resolved.</td>
<td>Within 4 hours of notification of ticket</td>
</tr>
<tr>
<td>Resolution – When customer is back working and productive</td>
<td></td>
</tr>
</tbody>
</table>

1 - Treated as same SLA as SEV 1 unless lowered by County Authorized Personnel as defined in the County Help Desk system.

Network Performance Review

The Contractor and County shall work together throughout the contract term to review the performance of the Network. In support of this Review, the Contractor shall be responsible for the following:

- Review the deployed architecture focusing on streamlining the technology for operational and business efficiencies.
- Review newly released products or features that the County may want to implement.
- Review the existing Network support to understand the current needs and support levels.
- Develop and document performance criteria for Network support;
- Perform reviews of Network support based on the documented performance criteria, as directed by the County.
- Review Contractor recommendations in conjunction with the County’s Network performance expectations to determine proposed implementation plans.

The County will review any information provided by the Contractor subject to this provision and will independently assess what, if any, action regarding Network performance is necessary.
The names and addresses with associated network equipment are maintained in the County’s monitoring system.

<table>
<thead>
<tr>
<th>Facility Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courthouse Plaza</td>
</tr>
<tr>
<td>Aurora Hills Center</td>
</tr>
<tr>
<td>Aurora Hills Library</td>
</tr>
<tr>
<td>Clarendon House</td>
</tr>
<tr>
<td>Edison II Building</td>
</tr>
<tr>
<td>George Mason Center</td>
</tr>
<tr>
<td>Old Employment Center</td>
</tr>
<tr>
<td>Police Impound Lot</td>
</tr>
<tr>
<td>Water Control Facility</td>
</tr>
<tr>
<td>Potomac Yard</td>
</tr>
<tr>
<td>Courthouse Plaza II</td>
</tr>
<tr>
<td>Shirlington Station</td>
</tr>
<tr>
<td>Argus House</td>
</tr>
<tr>
<td>Arlington Mill Center</td>
</tr>
<tr>
<td>Barcroft Sports Center</td>
</tr>
<tr>
<td>CACI Building</td>
</tr>
<tr>
<td>Central Library</td>
</tr>
<tr>
<td>Cherrydale Library</td>
</tr>
<tr>
<td>Columbia Pike Library</td>
</tr>
<tr>
<td>Trade Center</td>
</tr>
<tr>
<td>Courts/Police Building</td>
</tr>
<tr>
<td>PRCR Operations Center</td>
</tr>
<tr>
<td>Detention Center</td>
</tr>
<tr>
<td>Drewry Center</td>
</tr>
<tr>
<td>Fairlington Center</td>
</tr>
<tr>
<td>Fenwick</td>
</tr>
<tr>
<td>Fire Station #1</td>
</tr>
<tr>
<td>Fire Station #2</td>
</tr>
<tr>
<td>Fire Station #3</td>
</tr>
<tr>
<td>Fire Station #4</td>
</tr>
<tr>
<td>Fire Station #5</td>
</tr>
<tr>
<td>Fire Station #6</td>
</tr>
<tr>
<td>Fire Station #7</td>
</tr>
<tr>
<td>Fire Station #8</td>
</tr>
<tr>
<td>Fire Station #9</td>
</tr>
</tbody>
</table>

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Exhibit B

Contract Pricing

The Contractor shall provide an accurate invoice for services provided on a monthly basis. The total amount of the Contract shall not exceed the following unless there is an Amendment to this Agreement.

- **Base Maintenance Amount**: $83,333 per month
- **Sites not included in the Base:**
  - Expanded Arlington Mill: $1,000 per month
  - Artisphere: $1,666 per month
  - Public Safety Network: $5,000 per month
  - Traffic Signal Network Phase 1: $1,875 per month
  - SCADA Network: $616 per month
- **TOTAL**: $93,490 per month

If additional resources are required for Additional Services, the follow rates shall be used:

<table>
<thead>
<tr>
<th>Contractor Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$133.03</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$148.25</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$59.27</td>
</tr>
<tr>
<td>Application Systems Analyst</td>
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</tr>
<tr>
<td>Applications Engineer</td>
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<td>Business Case Analyst</td>
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</tr>
<tr>
<td>Business Process Engineer</td>
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</tr>
<tr>
<td>Communications/Network Engineer</td>
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</tr>
<tr>
<td>Computer System Operator</td>
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</tr>
<tr>
<td>Configuration Manager</td>
<td>$84.41</td>
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<tr>
<td>Database Analyst/Programmer</td>
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</tr>
<tr>
<td>Database Management Specialist</td>
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<tr>
<td>Deployment Manager</td>
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<tr>
<td>Disaster Recovery Engineer</td>
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<tr>
<td>Functional Analyst</td>
<td>$105.51</td>
</tr>
<tr>
<td>Position</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Hardware Engineer</td>
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<tr>
<td>Help Desk Support</td>
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<td>Information Technology Consultant</td>
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<tr>
<td>Technical Engineer – Client-server</td>
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<tr>
<td>Database Administrator (DBA) - Consultant level</td>
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<td>Database Administrator (DBA) - Senior level</td>
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<td>Jr. Communications Engineer</td>
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<tr>
<td>Jr. Configuration Manager</td>
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<td>Jr. LAN Support Engineer</td>
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<tr>
<td>Jr. Network Security Specialist</td>
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<tr>
<td>Jr. Quality Assurance Analyst</td>
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<tr>
<td>Jr. Systems Administrator</td>
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<tr>
<td>Jr. Test Engineer</td>
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<tr>
<td>Technical Engineer – Mainframe</td>
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<tr>
<td>Systems Security Analyst – Consultant level</td>
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<td>Systems Security Analyst – Mid level</td>
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<td>Principal Network Engineer</td>
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<td>Quality Assurance Analyst</td>
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<td>Sr. Applications Engineer</td>
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<td>Sr. Configuration Manager</td>
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<td>Sr. Database Manager – Distributed</td>
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<td>Sr. Test Engineer</td>
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<tr>
<td>Sr. Trainer</td>
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</tr>
<tr>
<td>Position</td>
<td>Rate</td>
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<tr>
<td>----------------------------------------------</td>
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<tr>
<td>Subject Matter Expert</td>
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<tr>
<td>System Operations Manager</td>
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<td>Technical Writer/Editor</td>
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<tr>
<td>Test Engineer</td>
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<td>Trainer</td>
<td>$95.92</td>
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<tr>
<td>Voice Communications Manager</td>
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<td>Web Architect</td>
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<tr>
<td>Web Content Administrator</td>
<td>$95.92</td>
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<tr>
<td>Web Designer</td>
<td>$121.49</td>
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<tr>
<td>Technical Engineer – Systems</td>
<td>$153.90</td>
</tr>
<tr>
<td>Systems Programmer – Senior-Level</td>
<td>$134.13</td>
</tr>
<tr>
<td>Microsoft Certified Engineer Support Tech</td>
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<tr>
<td>Microsoft Certified Engineer Support Advisor</td>
<td>$140.35</td>
</tr>
<tr>
<td>Senior Microsoft Certified Engineer</td>
<td>$158.38</td>
</tr>
</tbody>
</table>
AGREEMENT NO. 767-14
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Presidion Networked Solutions, Inc. ("Contractor") hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 767-14 (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 suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

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

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

Authorized Signature: [Signature]
Printed Name and Title: Jackie Arnett, Executive Director
Date: 8/11/14

Agreement No. 767-14
AGREEMENT NO. 767-14
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. 767-14 (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 Non Disclosure 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: ____________________________________________

Printed Name: _______________________________________

Date: _______________________________________________

Agreement No. 767-14
-35-
Witnessed:

Contractor's Project
Manager: ____________________________
Printed
Name: ________________________________
Date: ________________

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT