

Attachment A

Arlington County Government Non-Disclosure Agreement For Competitively Negotiated Procurements

_____ (“Offeror”) certifies that the information contained within Attachment B – County Census (“Attachment B”) to solicitation 23-HRD-RFP-608, Employer Group Life and Long-Term Disability Insurance, will be used solely for the purpose of Offeror preparing a response to the solicitation. Offeror understands that Attachment B is considered proprietary and/or sensitive information of Arlington County, Virginia (“County”).

Attachment B may be shared with Offeror’s authorized representatives strictly on a need-to-know basis to assist with drafting and preparing Offeror’s response to the solicitation. Offeror must ensure that its authorized representatives are bound in writing to protect Attachment B consistent with this Non-Disclosure Agreement (“NDA”).

Offeror and its authorized representatives may not use the information in Attachment B for their own purposes or release or disclose the information to any person, firm, legal entity or third party other than as permitted by this NDA.

Offeror may disclose all or parts of Attachment B as may be required by law or by court order, provided that Offeror: (i) provides the County prompt written notice of the requirement to disclose and (ii) cooperates with the County as reasonably requested in connection with limiting the required disclosure.

The non-disclosure obligations of Offeror regarding Attachment B shall survive the solicitation process and the termination of any resulting contract. Offeror shall indemnify and hold harmless Arlington County and all its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions from and against any loss, claim, costs (including attorneys' fees) or damages of any nature arising from or in connection with the breach of this NDA by Offeror or any of its officers, directors, employees, agents or representatives.

Offeror shall destroy all copies of Attachment B (i) immediately upon contract award to a party other than Offeror, (ii) upon termination of any contract between the County and Offeror that results from this solicitation or (iii) at any time upon written request by the County.

Signature

Date

Typed or Printed Name

Email Address

Company

Phone Number

Address

City, St, Zip