



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: VERSIVO, INC.	DATE ISSUED:	5/12/2023
7051 HEATHCOTE VILLAGE WAY, SUITE 235	CONTRACT NO:	22-DTS-RFP-602
GAINESVILLE, VIRGINIA 20155	CONTRACT TITLE:	ELECTRONIC AGENDA MANAGEMENT SYSTEM

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DTS-RFP-602, including any attachments or amendments thereto.

EFFECTIVE DATE: MAY 17, 2023

EXPIRES: MAY 16, 2024

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL TERMS REMAINING FROM MAY 17, 2024 TO MAY 16, 2028

COMMODITY CODE(S): 20820

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ATTACHMENTS:

AGREEMENT No. 22-DTS-RFP-602

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: BRETT THOMPSON

VENDOR TEL. NO.: (571) 636-1120

EMAIL ADDRESS: BRETT.THOMPSON@VERSIVO.COM

COUNTY CONTACT: PAM LOCKE, CMO

COUNTY TEL. NO.: (703) 228-3952

COUNTY CONTACT EMAIL: PLOCKE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: May 2, 2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 22-DTS-RFP-602

THIS AGREEMENT is made, on 5/12/2023, between Versivo, Inc, 7051 Heathcote Village Way, Suite 235, Gainesville, Virginia, 20155 ("Contractor") a Virginia 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 Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County 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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide an electronic agenda management system. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on May 17, 2023 and must be completed no later than May 16, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 17, 2024 to May 16, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until May 16, 2025 ("Price Adjustment Date"). Adjustments to the Standard Professional Service Rates will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal, rounded up to the nearest whole dollar.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may elect not to renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

The Contractor must 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.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. DATA SECURITY AND PROTECTION

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

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibits C and D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must 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). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; 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.

25. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of

God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

27. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

32. ASSIGNMENT

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

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Brett Thompson, President
Versivo, Inc.
7051 Heathcote Village Way, Suite 235
Gainesville, Virginia 20155
Phone: (571) 636-1120
Email: brett.thompson@versivo.com

TO THE COUNTY:

Pam Locke Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201
Phone: (703) 228-3952
Email: plocke@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

49. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the

Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.

- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Liability - \$2,000,000 per occurrence/claim.
- e. Professional Errors & Omissions - \$1,000,000 per occurrence/claim.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

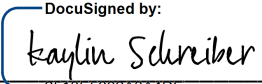
51. COUNTERPARTS

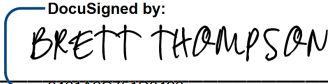
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

VERSIVO, INC.

AUTHORIZED SIGNATURE: 
2513E5802A3A4DE...

AUTHORIZED SIGNATURE: 
0461A6C751D0426...

NAME: Kaylin Schreiber

NAME: Brett Thompson

TITLE: Procurement Officer

TITLE: President

DATE: 5/12/2023 _____

DATE: 5/12/2023 _____

EXHIBIT A
SCOPE OF WORK

A. REQUIRED ELEMENTS

The software must automate the preparation and distribution of the meeting agenda and related materials/reports, provide meeting management and minute publication and distribution, and improve accessibility of documents for the public, staff, and County Board members on desktop and mobile devices.

The Contractor must also provide an online repository of government webcasts and documents, all cross-linked, searchable by keyword, and conveniently accessible on-demand; web publishing; and a web-based application that provides for secured storage of all digital media and documents.

In addition, the Contractor must:

1. Provide technical support. At a mandatory minimum, support must be provided for one hour prior to the start of County Board meetings, which begin Saturdays at 7:00 a.m. EST and Tuesdays at 2:00 p.m. EST. The Contractor must be available for remote support one hour before all meetings, including:
 - 11 County Board Meetings (Saturdays)
 - 11 County Board Meetings (Tuesdays)
 - 10 Budget Work Sessions
 - 50 Special Meetings
2. Provide product updates and patches. The Contractor must provide advance notice of updates, which must occur outside of meeting times.
3. Provide administrator and end-user training and documentation.

FUNCTIONAL REQUIREMENTS

The solution must meet the following requirements:

1. Compatible with Windows, IOS, MacOS, and Android platforms for viewing agendas, board reports, supporting documents, meeting packets and minutes and able to accommodate live and on-demand streaming on computers, tablets, smart phones, and other mobile devices.
2. Compatible with Microsoft Office for creating and editing agendas, board reports, and minutes.
3. Compatible with the County's Board Reports and Agenda Support System (BRASS) which is based on the County's Electronic Records Management System, known as OnBase. Ability to process integration by being able to consume and provide RESTFUL and or SOAP APIs.
4. Allow BRASS users to continue to use the OnBase Web Client for creating and reviewing agenda items and board reports.
5. The capability to easily manage content, i.e., add, delete, revise, upload, and download agendas, presentations, videos, and other documents/content.
6. Provide content editing tools for agendas, board reports, and documents, including editing,

formatting, and inserting text and tables. The system shall also provide the ability to track versions, changes and edits.

7. The ability to attach and play audio files.
8. The ability for residents to view agenda items and comment online.
9. The ability for staff to collect online feedback and compile and distribute feedback to County Board members and staff.
10. The ability to allow members of the public to register themselves online to speak during meetings.
11. The ability to post documents in multiple formats that are ADA compliant and compatible with Arlington County's website.
12. Provide for the encryption of usernames and passwords in transit and at rest using the AES-256 encryption algorithm (at minimum).
13. Provide for the encryption of all data transferred via the web with a minimum of TLS 1.2.
14. Provide public access to live and archived streaming of County meetings, work sessions, special programs or other content through the County website subject to the capabilities and limitations of the County-provided YouTube account.
15. Modify the County's existing agenda module configuration used for generation of the County Board meeting agenda to publish the agenda document and staff reports directly to the County's website, allowing for paperless agenda preparation and management.
16. Provide customizable agenda and minute templates for County commissions and advisory boards.
17. Ability to bookmark videos for individual agenda items.
18. Allow concurrent users.
19. Capability to schedule and stream or broadcast meeting and events automatically, subject to the capabilities and limitations of the County-provided YouTube account.
20. Provide closed-captions with video that is searchable by keyword (with the option for offering translated closed captioning in other languages), subject to the capabilities and limitations of the County-provided YouTube account.
21. Streaming, both live and on-demand capable of up to at least 1080p 29.97 frames per second with adaptive bitrate that can dynamically adjust video and audio quality based on the viewer's network speed and conditions. Recordings should be at least 1080p 29.97 frames per second with minimum bitrate between 2-4Mbps (variable bitrate encoding is acceptable), and be in a non-proprietary downloadable format (mp4, h264, etc.). Closed-captioning should be

embedded within the video file.

22. Create a workflow process that links the minutes to the video and vice versa.
23. Ability to record (while the meeting is in progress) attendance, agenda items, speakers, motions, time stamping, roll call and voice votes, and notes through a simple interface that integrates into the minutes template.
24. Provide unlimited public meetings, events and special program content storage and distribution.
25. Capable of archived video editing.
26. Provide a public-facing web portal with live and on demand streaming of both meeting and non-meeting content.
27. Provide annotation and printing capability to users.
28. Provide the ability to auto-generate a report indicating post-meeting action items.
29. Allow authorized users the ability to download video, audio or closed-caption text from OnBase.
30. Provide authorized users the ability to perform post-meeting editing of motions, votes, and other related notes and actions entered during meetings from OnBase using Microsoft Word. This includes the ability to export and import meeting details to and from the meeting documents in Word.
31. Allow authorized users to publish minutes.
32. Provide and support hardware encoding appliance, which should be able to support up to at least 1080p via 3G-SDI, and also support embedded CEA-608 closed-captioning.

C. TASKS TO BE PERFORMED

The Contractor will schedule and hold a kickoff meeting within 10 business days of the Notice to Proceed date. At the kickoff, the Contractor shall furnish an updated project schedule describing the activities for the Contractor, the County, and any third parties for fully transitioning to the Contractor's solution.

The Contractor shall perform the following tasks:

1. **Project Management** - Manage the resources on the project to ensure timely completion of tasks, the identification and mitigation of risks, the quality of deliverables, and the tracking of project financials through weekly status reports and meetings, along with a detailed Success Plan and Project Plan, which shall outline scheduling/sequencing of activities associated with the project and outcomes.

Associated Deliverables:

- Conduct Project Kickoff
- Create and deliver Status Report for Status Meetings

- Facilitate Status Meeting
- Document and deliver meeting minutes
- Develop detailed Project Plan
- Schedule Contractor Resources

County Tasks

- Participate in Project Kickoff
- Provide Status on County activities to Contractor Project Manager
- Participate in weekly Status Meeting
- Review and provide feedback on Status Reports, Project Plan, and Success Plan
- Follow up on action items and other assigned Tasks

2. **System/Solution Testing-** Confirm that the solution is configured to align with the approved specifications by the software in a non- production environment.

Associated Deliverables

- Testing Kickoff Materials
- Issue Report

Contractor Tasks

- Prepare for and lead a Testing Kickoff session
- Support County’s testing team and related tasks, which includes providing technical support to resolve issues, answering testers’ questions and documenting related procedures.
- Manage Issue Report, which shall track and document issues and list solutions
- Resolve issues
- Lead meetings to review issues as needed

County Tasks

- Create a plan to manage County testing, including a schedule, stakeholders involved, and test scenario assignments.
- Document test scenarios
- Validate business specifications are met by completing acceptance testing
- Report issues, including priority for resolution
- Retest the software when issue resolutions are applied

3. **Deployment Plan**

Agenda Manager - Review the BRASS Solution to validate where changes are necessary and implement required changes for successful implementation of all Agenda Management Suite components.

Associated Deliverables:

- BRASS Change Requirements
- Update BRASS and Agenda Manager Configuration
- Agenda Post-Processor Replacement Plan
- Implementation of Agenda Post- Processor Replacement Plan

Contractor Tasks

- Conduct up to four working sessions with the County to discuss business requirement changes
- Document BRASS Change Requirements
- Update documentation based on feedback
- Update BRASS and Agenda Manager configuration to meet specified requirements, including Forms, Workflow, Meeting Types and Agenda Outlines, Agenda Item Types, Status Types, Fields, Supporting Document Types, Agenda Tag Templates, and Agenda Document Templates
- Document Agenda Post-Processor Replacement Plan
- Configure solution according to Agenda Post-Processor Replacement Plan, which shall plan the timeline for replacing the current modules.
- Test the solution components
- Implement required changes for successful implementation of all Agenda Management Suite components

County Tasks

- Provide existing information and documentation related to current business processes
- Identify stakeholders (no more than 10 people) to attend meetings
- Participate in meetings
- Review and provide feedback on documentation

Agenda Online - Install and configure Agenda Online solution components.

Associated Deliverables

- Encoder hardware and software
- Agenda Online Website Design
- Agenda Media / YouTube Integration Specifications
- Public Comment Form Specifications
- Speaker Registration Form Specifications
- OnBase Agenda Online Website and YouTube Integration Configuration

Contractor Tasks

- Install Agenda Online
- Install and configure hardware encoder
- Conduct up to four working sessions to discuss website design, public comment form design, and Public Speaker Registration process
- Document Agenda Online Website Design
- Document Agenda Media / YouTube integration specifications
- Document Public Comment Form Specifications
- Document Speaker Registration Form Specifications
- Update documentation based on feedback
- Configure Agenda Online Website
- Setup integration with Agenda Media / YouTube
- Test the solution components to ensure that reports can be generated, reviewed, approved and posted online; the meetings can be cablecast, viewed online or on the County's Cable

channel, recorded, and posted to YouTube; votes are recorded during the meeting; and all post-meeting activities are functioning.

County Tasks

- Provide existing information and documentation related to current business processes
- Provide expertise in County's current agenda website and digital media streaming components, including recording video, uploading, and streaming live and on-demand from the County website and YouTube
- Identify stakeholders (no more than 10 people) to attend meetings
- Participate in meetings
- Review and provide feedback on documentation

Minutes / Voting - Setup the Minutes / Voting features for Agenda Management.

Associated Deliverables

- Meeting Bodies Specifications
- Attendance, Motion, and Vote Type Specifications
- Meeting Packet Specifications
- OnBase Minutes and Voting Solution Configuration
- Agenda To Go iOS iPad App and Public Voting Display

Contractor Tasks

- Conduct up to four working sessions with the County to discuss minutes / voting components
- Document Meeting Bodies Specifications
- Document Attendance, Motion, and Vote Type Specifications
- Document Meeting Packet Specifications
- Update documentation based on feedback
- Configure Voting Display and coordinate public display setup
- Configure Agenda To Go
- Test the solution components to ensure that BRASS works with the agenda manager and the web page works and is accessible to the public; meeting votes are recorded and the minutes can be generated and posted; and the video and other materials are available to the public.

County Tasks

- Provide existing information and / or documentation related to current business processes
- Identify stakeholders (no more than 10 people) to attend meetings
- Participate in meetings
- Review and provide feedback on documentation
- Participate in setup of Public Voting Display on County kiosk Deploy OnBase Agenda To Go and Voting Client to County Board devices
- Deploy OnBase Minutes Client to County Board Office devices

Post-Meeting / Reporting - Setup the Post-Meeting / Reporting features for Agenda Management.

Associated Deliverables

- Post-Meeting Action Item Report
- Sample Reporting Dashboards

Contractor Tasks

- Import sample Agenda Management Dashboards (Public Comment Report, Agenda Item Reports, Meetings List, Member Attendance/Vote History, Workflow Activity, etc.)
- Document Post-Meeting Action Item Report specifications
- Update documentation based on feedback
- Create Post-Meeting Action Item Report, which shall automatically compile actions that are added to agenda items during a meeting
- Test the solution components, ensuring that the Dashboard functions appropriately and that documents for signature are routed to the appropriate office for signature.

County Tasks

- Review and provide feedback on documentation

Go Live - Transition of the County's Agenda Management solution to production use.

Associated Deliverables

- Deployment Plan
- Project Closeout Memo

Contractor Tasks

- Document the plan for deploying the solution, which includes a communications plan to the County regarding specific timeline for the system to go live.
- Update documentation based on feedback
- Deploy Solution to Production Environment
- Provide direct technical support for all components of the solution during Go-Live and for a one-month stabilization period, which shall include troubleshooting and resolving technical issue as reported by the County at minimum for the following:
 - **BRASS** - submitting agenda items in the OnBase Web or Unity Clients to create a new agenda item, creating and uploading the board report and supporting documents, and routing the item for review and approval.
 - **Agenda Manager** - creating meetings and managing the meeting documents, agenda items and supporting material; providing access to an online meeting list that displays a list of meetings or agenda items; workflow display of agenda items that are currently in Workflow and ensuring users have permission to view.
 - **The Agenda Online Portal** - direct publishing from the OnBase Agenda Manager to the website, including the agenda, minutes, summary, and agenda and minute packet documents associated with the meetings.
 - **Agenda To Go App** - viewing and annotating materials, and voting on items.
 - **Agenda Media with YouTube Integration** - recording and live streaming of audio and video for a meeting, tracking of agenda item time stamps to allow the public to click on the agenda items they are interested in and jump to the correct point of the video when re-watching the meeting video on-demand.

- **Post-Meeting Actions and Reporting Dashboards** - finalizing of the meeting process, such as the ability to add post-meeting documents to agenda items, post meeting workflows to gather required signatures, and completion of minutes for publication to OnBase Agenda Online.
- After Go-Live and the one-month stabilization period, County must report non-emergency issues to the ERMS team or a properly trained System Administrator before escalating to the Contractor to receive Standard Support during normal business hours.
- The County may report emergency issues and after-hours issues directly to the Contractor at any time without going through its internal support procedures.
- Develop Project Closeout Memo
- Conduct Project Closeout Meeting
- Transition issues and County to Contractor Help Desk

County Tasks

- Review and provide feedback on documentation
- Use Solution for Production Activities
- Report issues
- Participate in Project Closeout Meeting

4. **Data Migration** - Migrate agendas with recorded Board meeting videos, minutes, audio files, and all attachments.

Associated Deliverables

- Data Migration Plan
- Completed Data Migration

Contractor Tasks

- Create Data Migration Plan
- Provide specifications for source media for non-OnBase content
- Configure and execute OnBase import process of non-OnBase content
- Transfer of knowledge, which includes providing all system documentation and user manuals
- Create and execute meeting migration process to create meeting instances, link meeting content, and publish to Agenda Online

County Tasks

- Provide existing information and documentation related to current agenda website
- Provide source media according to provided specifications
- Validate migrated data

5. **Training** - Create specific training materials and conduct training of Agenda Management.

Associated Deliverables

- Agenda Management Training Materials – includes how-to information for County staff responsible for contributing to and managing the meeting
- Access to the OnBase online training module, Hyland University: [Hyland University](#)
- One on-site Contractor-led Training Session for each of the Electronic Agenda

- Management solution components listed in the table included as Attachment A to this Scope of Services The training shall be recorded for future County use.

Contractor Tasks

- Create training materials
- Update training materials based on feedback
- Conduct Agenda Manager and Agenda Online training session
- Conduct Meeting Management training session
- Conduct Agenda To Go and Voting Training session
- Conduct Agenda Submission and Review Refresher Training session
- Conduct Agenda Management Administration session
- Conduct Agenda Media Administration session
- Track, report, and resolve any issues found during training

County Tasks

- Review and provide feedback on training materials
- Communicate training options to stakeholders
- Provide resources for trainees (access to laptop / PC with OnBase available)
- Provide access to training materials
- Assign trainees to sessions
- Participate in training
- Conduct surveys, if desired
- Record and post training videos for stakeholder access

6. **Technical Support** - Once transitioned to Contractor Support, the County's Agenda Management administrators will have access to:

Contractor's Standard Support Program:

- Error corrections and Fixes – Contractor shall work with the County to understand and resolve any issues related to its OnBase Implementation. If the issue is not configuration-related and requires a change to the OnBase software, the Contractor shall work with Hyland Software, Inc. to address any non-conformity.
- Help Desk Support – The Contractor provides unlimited direct access to OnBase consultants experienced with unique technical and business configuration via email or the telephone help desk from 8:00 am to 6:00 pm Eastern, Monday through Friday, excluding holidays. As a second tier of support, the Contractor shall provide emergency support 24x7x365 for Level 1 and Level 2 OnBase issues.

Level 1 means any Error (defect) that causes total or substantial software failure, which means that the OnBase is down, and the County is unable to access the software in any way its production environment.

Level 2 means an Error (defect) that causes substantial software failure which prevent a portion (i.e., Agenda Management) of the County's users from accessing OnBase in any way within its production environment.

If the County is requesting emergency or after-hours support for issues or questions that Versivo does not classify as Level 1 or Level 2, additional fees may apply. Contractor may invoice the County on a T&M basis at its then-current hourly rate for a Priority / After Hours Support Analyst.

- Response Times - When the County requests support, the request is tracked through a ticket. Tickets are assigned to consultants within one hour. While resolution times vary depending on the request, acknowledging the request and providing meaningful updates is expected for each ticket within one hour of it being assigned.
 - OnBase Documentation - Online Help is available to all end users, along with access to the Hyland Community website, which is a robust, online resource that provides a single connection point to OnBase support, products, solutions, and tools.
 - Account Manager – The Account Manager assigned to the County will remain the same from implementation. The Contractor will provide two weeks of notice of any changes to its assigned Account Manager.
 - After Hour and Weekend Support – The Contractor provides up to 100 hours of direct access to OnBase consultants experienced with the County’s unique technical and business configuration via email or the telephone help desk during scheduled meeting times and for a 1-hour window before each scheduled meeting time.
8. **Scheduled Maintenance** – The Contractor shall provide the County with at least two days’ prior notice for any scheduled maintenance.
9. **Upgrades** – The Contractor shall provide all software and hardware upgrades.

D. END OF CONTRACT REQUIREMENTS

1. At the conclusion of the contract, the Contractor shall provide transition assistance as requested by the County utilizing available hours in the then-current special meeting support block of hours to facilitate the orderly transfer of services. If the number of hours remaining are insufficient to provide the services as requested by the County, the Contractor will provide requested services on a time and materials basis per hour. Such transition efforts shall consist of the following, at a minimum:
 - a. Maintain the services called for by the contract at the required level of proficiency.
 - b. Provide updated system documentation, as appropriate.
 - c. Provide current operating procedures (as appropriate).
2. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the County’s project manager (PM). The PM may provide the Contractor additional instructions to meet specific transition requirements prior to the end of the contract.

3. Ensure that all necessary knowledge and materials for the tasks completed, as listed in Section C above, are transferred to the custody of County personnel or a third party, as directed by the PM.
4. Support end-of-contract transition efforts with technical and project support, including but not limited to:

Provide a draft Transition-Out Plan 120 Business Days in advance of the contract end date. The Transition-Out Plan shall address at a minimum the following areas:

- a. Any staffing concerns/issues related to the closeout of the contract.
 - b. Communications and reporting processes between the Contractor and the;
 - c. Security and system access review and closeout.
 - d. Any hardware or software inventory or licensing, including transfer of any point of contact for required software licenses to the County or a designee.
 - e. Any final training/orientation of County staff, as determined by the County.
 - f. Connectivity services provided, activities and approximate timelines required for Transition-Out.
 - g. Plans to complete tasks and any unfinished work items (including open change requests and known bug/issues).
 - h. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
5. Ensure that all documentation and data, including but not limited to system documentation and current operating procedures, is current and complete with a hard copy and soft copies provided to the County in a format prescribed by the PM.
 6. Provide copies of any current daily and weekly back-ups to the County or a third party as directed by the PM. The files must be provided no later than the final date of the Contract.

E. Assumptions

1. The County will provide YouTube account, including the necessary credentials to Contractor for publishing content to YouTube.
2. If the County is no longer able or willing to leverage YouTube for the Solution, the Contractor can provide a native OnBase solution (OnBase Agenda Media) for media management.
 - a. Additional licenses would be required for OnBase Agenda Media. The OnBase Agenda Media subscription costs \$10,000 per year for up to 3TB of Data Streaming per Month, and \$1,000 per year for each additional 1TB of Data Streaming per Month.

- b. The County would pay the Contractor a one-time fee of \$25,000 to switch the Agenda Management solution from YouTube to OnBase Agenda Media. This fee includes the cost to reconfigure the solution and convert and publish all Agenda media to the OnBase Agenda Media module.
 - c. The OnBase Agenda Media solution requires Hyland Software, Inc. to host the County's public-facing meeting media. A Hyland Cloud Services Hosting Agreement must be executed before switching to OnBase Agenda Media.
 - d. There is not 100% feature parity between YouTube and OnBase Media. Pertinent to the County's requirements in this RFP, OnBase Agenda Media does not currently offer translation services.
3. The following functions are currently only supported on Windows devices:
 - a. OnBase Agenda
 - b. OnBase Minutes
 - c. OnBase Voting
4. OnBase Agenda To Go is currently only supported as an iOS App.
5. The County will provide all hardware, infrastructure, and third-party components (e.g., ERMS servers, kiosks, workstations, etc.) required to run the Solution in the County's environment, except for Encoder.
6. The County is responsible for implementing and maintaining the tools and techniques required for event analytics, including but not limited to view counts. These tools must be compatible with the County's website and County-provided YouTube account.
7. For meetings that require Contractor support, the County is responsible for notifying the Contractor via an email to help@versivo.com a minimum of two weeks prior to the scheduled meeting.
8. The Contractor included up to 100 hours of priority meeting support.
 - a. The Contractor will have a dedicated Tier 1 analyst available during priority meeting support. The Tier 1 analyst will be knowledgeable with OnBase, the Agenda Management module, and the County's environment. Tier 1 support includes properly recording the issue in Versivo's Help Desk system, issue triage, basic issue resolution, communicating progress, and escalating issues to Tier 2 (when required). 100% of the primary support analyst's time will be recorded against the block of priority meeting support hours, even if no issues are reported.
 - b. The Contractor will have a Tier 2 analyst "on call" during priority meeting support. The Tier 2 analyst will be a senior resource capable of providing in-depth technical support. The Tier 2 analyst's time will only be recorded against the block of priority meeting support hours from when an issue is escalated to him or her until the issue is resolved, a workaround is provided, the issue is transitioned back to Tier 1, or the issue is placed on hold. A minimum of one hour will be recorded for each issue that is properly escalated to Tier 2 support.
 - c. All support hours provided by the Contractor during meetings will be recorded against the block of priority support hours, even if this extends beyond the window of the one-hour of pre-meeting support requested by the County.

- d. Unused hours expire annually and do not roll over for use in future years.
- e. If the County requires additional hours above the 100 hours available in the priority meeting support blocks, the Contractor will provide this service on a time and materials basis at a rate of \$200 per hour.

ATTACHMENT A

Solution Component	Stakeholder Group(s)	Training Topics
Agenda Manager and Agenda Online	County Manager's Office	<ul style="list-style-type: none"> ▶ Navigating Agenda ▶ Creating Meetings ▶ Working with Meetings ▶ Generating Meeting-Related Documents ▶ Publishing Agenda and Documents ▶ Using Agenda Online ▶ Agenda Management Reporting
Meeting Management	County Board Office County Manager's Office	<ul style="list-style-type: none"> ▶ Finding and Opening Meetings ▶ Understanding the Meeting Screen ▶ Running Meetings ▶ Adding Sections and Items to a Meeting ▶ Taking Roll Call ▶ Using the View Attendees Dialog Box and Voting Member List ▶ Working with Items, Motions, Votes, Minutes, Notes and Actions ▶ Speaker Management ▶ Record Video and Audio ▶ Media Options, Trimming, and Event Points ▶ Uploading, Publishing, and Archiving Media Files
Agenda to Go and Voting	County Board Members County Board Office County Manager's Office	<ul style="list-style-type: none"> ▶ Using the Agenda To Go iPad to search for and work with meetings and documents ▶ Using the Voting Client to navigate the agenda and documents, request to speak, and submit motions and votes
Agenda Submission and Review Refresher Training	Contributors to the Agenda County Manager's Office	<ul style="list-style-type: none"> ▶ Submitting New Agenda Items ▶ Creating and Modifying Board Reports ▶ Uploading and Managing Supporting Documents ▶ Agenda Item Review and Approval Workflow

Solution Component	Stakeholder Group(s)	Training Topics
Agenda Management Administration – Agenda Manager, Minutes, Voting	Department of Technology Services	<ul style="list-style-type: none"> ▶ Meeting Types ▶ Agenda and Agenda Items ▶ Document Templates and Packets ▶ Meeting Bodies ▶ Attendance, Motion, and Vote Types ▶ Minutes Display and Behavior ▶ Motions, Shorthand, and Voting Configuration ▶ Agenda Online
Agenda Media Administration - Agenda Media and Integration with YouTube	Department of Technology Services	<ul style="list-style-type: none"> ▶ OnBase Server Configuration ▶ Media Publisher Configuration ▶ YouTube Integration ▶ Google Analytics Integration

EXHIBIT B CONTRACT PRICING

Implementation Costs

Contractor shall provide 1250 professional services hours, which includes services for the project planning, discovery, design, initial setup, configuration, solution testing support, data migration, and training for the Agenda Management implementation.

OnBase Implementation Services

The following table provides the breakdown of costs for the Electronic Agenda Management implementation, excluding training services.

Product Name	Module Code	Quantity	Unit	Total
Project Manager	Project Manager	175	\$159.30	\$27,877.50
Technical Architect	Technical Architect	75	\$153.00	\$11,475.00
OnBase Subject Matter Expert	OnBase Subject Matter Expert	500	\$148.50	\$74,250.00
Business Analyst	Business Analyst	500	\$125.10	\$62,550.00
Total				\$176,152.50

Training Services

The following table provides the breakdown of costs for training services associated with the Electronic Agenda Management implementation.

Product Name	Module Code	Quantity	Unit	Total
Project Manager	Project Manager	20	\$159.30	\$3,186.00
Technical Architect	Technical Architect	20	\$153.00	\$3,060.00
OnBase Subject Matter Expert	OnBase Subject Matter Expert	40	\$148.50	\$5,940.00
Business Analyst	Business Analyst	40	\$125.10	\$5,004.00
			Total	\$17,190.00

Standard Professional Services Rates

The following Rate Sheet details Contractor's Standard Labor Categories and corresponding Time & Material rates by calendar year for 2022 to 2025.

Contractor shall use these Time & Material rates to invoice County for work if a Statement of Work does not exist for a billable task.

Position Title	Type	2022	2023	2024	2025
Project Director	Per hour	\$180.90	\$185.40	\$189.90	\$194.40
Project Manager	Per hour	\$159.30	\$162.90	\$167.40	\$171.90
Technical Architect	Per hour	\$153.00	\$156.60	\$160.20	\$163.80
OnBase Subject Matter Expert	Per hour	\$148.50	\$152.10	\$155.70	\$159.30
Versiform Subject Matter Expert	Per hour	\$148.50	\$152.10	\$155.70	\$159.30
Sr. Business Analyst	Per hour	\$148.50	\$152.10	\$155.70	\$159.30
Sr. Developer	Per hour	\$148.50	\$152.10	\$155.70	\$159.30
IT Infrastructure Engineer	Per hour	\$148.50	\$152.10	\$155.70	\$159.30
Developer	Per hour	\$125.10	\$127.80	\$131.40	\$135.00
Business Analyst	Per hour	\$125.10	\$127.80	\$131.40	\$135.00
Technical Analyst	Per hour	\$125.10	\$127.80	\$131.40	\$135.00
Partner Subject Matter Expert (Sub)	Per Hour	\$234.00	\$241.20	\$248.40	\$255.60
Priority / After Hours Support Analyst	Per Hour	\$200.00	\$200.00	\$200.00	\$200.00

Note: The Labor Rates in the above table represent a 10% discount from Contractor's standard rates.

Software License & Annual Maintenance

The following table provides the required OnBase software modules to be added to the County's existing OnBase solution for the proposed implementation.

Product Name	Module Code	Quantity	Unit	Total
Agenda To Go	ATGIPI1	1	\$5,000.00	\$5,000.00
Agenda Voting	AVTIPI1	1	\$15,000.00	\$15,000.00
Integration for YouTube for Meeting Video	YOUIPI1	1	\$20,000.00	\$20,000.00
Annual OnBase Maintenance <i>Priced for 12 months, will be prorated to 12/31 annual renewal.</i>	OB_MAINT	1	\$8,000.00	\$8,000.00
			Total	\$48,000.00

Note: OnBase Maintenance is subject to an annual increase per then-current pricing policy for the relevant schedule or Customer-specific contract.

The following table provides Contractor pricing for the Agenda Management Support Program, along with hourly rates for support that extends beyond the 100 hours included with the program.

Product Name	Module Code	Quantity	Unit	Total
Meeting Support – 100 hours	VMS-100	1	\$18,000 / year	\$18,000
Meeting Support – Additional hour	VMS-1	0	\$200 / hour	\$0
Total				\$18,000

Hardware Costs

The following table lists the recommended hardware encoder for the OnBase Agenda Media solution. The County has the option to provide this hardware through a third party, if desired.

Product Name	Module Code	Quantity	Unit	Total
Matrox Monarch HDX streaming video encoder (Includes 2 year manufacturer warranty)	MHDX/I	2	\$1,395.00	\$2,790.00
Total				\$2,790.00

Pricing Sheet

Line Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
1	Implementation and set-up cost or hosting fees	\$176,152.50	\$0.00	\$0.00	\$0.00	\$0.00	\$176,152.50
2	License fee	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
3	Itemized customization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Maintenance and technical support	\$26,000.00	\$26,660.00 **	\$27,245.00 **	\$27,938.38 **	\$28,638.75 **	\$136,482.13
5	Training	\$17,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,190.00
6	Hardware, if any	\$2,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,790.00
7	Cost to add additional users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Other (please specify and include back-up documentation, if necessary)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$372,614.63

** Estimated

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Versivo, Inc. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them 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 the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DTS-RFP-602 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "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 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, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("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 anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County 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.

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. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the 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, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. 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 to promptly notify others of a suspected or actual breach if requested.

The 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 the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that 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 Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices 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 laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the 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 Main Agreement.

DocuSigned by:
Authorized Signature: BRETT THOMPSON
0461A6C751D0426...

Printed Name and Title: Brett Thompson, President

Date: 5/12/2023

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 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. 22-DTS-RFP-602 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and 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, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("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 for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

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 and whether 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 County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer 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 County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed 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 is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County 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, information security, and other 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 laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

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: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT