

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	June 17, 2016
Leadership Arlington, Inc.	CURRENT CONTRACT NO:	16-020-RFP
4420 N Fairfax Drive, Suite 102	CONTRACT TITLE:	DHS – Volunteer Arlington Program Management
Arlington, VA 22203	PRIOR CONTRACT NO:	

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on May 31, 2019.

This is the FIRST term award notice. Possible FIVE additional 1-year renewal periods.

The contract documents consist of the terms and conditions of Agreement No. 16-020-RFP including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO ATTACHMENT B TO AGREEMENT No. 16-020-RFP

ATTACHMENTS:

1) AGREEMENT No. 16-020-RFP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>Betsy Frantz</u>	TELEPHONE NO.:	<u>703 528 2522</u>
	EMAIL ADDRESS:	<u>bfrantz@leadershiparlington.org</u>
COUNTY CONTACT: <u>Anita Friedman</u>	TELEPHONE NO.:	<u>703-228-1322</u>
	EMAIL ADDRESS:	<u>afriedman@arlingtonva.us</u>

CONTRACT AUTHORIZATION

DISTRIBUTION



Krystyna Hepler, CPPB
Assistant Purchasing Agent

6/17/2016
Date

VENDOR: 1
BID FOLDER: 2

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

AGREEMENT NO. 16-020-RFP

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between Leadership Arlington, Inc., 4420 N Fairfax Drive, Suite 102, Arlington, VA 22203 ("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

Attachment A – Scope of Work

Attachment B – Volunteer Arlington Program Budget

Attachment C – Volunteer Management System Implementation Timeline

Attachment D – County Nondisclosure and Data Security Agreement (Contractor)

Attachment E – County Nondisclosure and Data Security Agreement (Individual)
(collectively "Contract Documents").

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is provide Volunteer Management services as a comprehensive solution for Arlington County. The Scope of Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at 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 shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

Time is of the essence. The Work shall commence on the date of the execution of the Agreement by the County, and shall be completed no later than May 31, 2019 ("Initial Contract Term"), subject to any

modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than five (5) additional twelve (12) month periods from June 1, 2019 to May 31, 2026 (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed the budget for Year One in the amount of \$241,500.00 plus one-time startup costs of \$75,000.00, regardless of the number of hours spent in the performance of the Work. Budget for Year 1 will serve as a basis for budgets for the remaining Contract Years. Budgets for the remaining Contract Years will be negotiated between the County and the Contractor based on the County budget available for the project.

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

5. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. The County Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The one-time startup cost of \$75,000 will be paid upon the Contractor's submission of an invoice to the County. Payments throughout the Contract Term will be done quarterly in equal installments of \$60,375 to be paid in advance of the quarter.

6. PROJECT OFFICER

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

7. ADDITIONAL SERVICES

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

Additional services agreed upon by the parties will be billed at the rates set forth in Attachment B unless otherwise agreed by the parties in writing.

8. REIMBURSABLE EXPENSES

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

9. PAYMENT OF SUBCONTRACTORS

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

10. RESPONSIBILITY OF THE CONTRACTOR

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

11. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

12. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. PROJECT STAFF

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

15. REPLACEMENT OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel or subcontractors submitted by the Contractors in its Proposal and subsequently accepted by the County may not be replaced or substituted without prior written approval of the County. A request to replace, remove, or substitute any key personnel or subcontractor for any reason, shall be provided to the County Project Officer at least fifteen (15) calendar days in advance of such proposed replacement, removal, or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications in sufficient detail to permit evaluation by the County.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval by the County. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, the Contractor shall provide an interim Project Manager, subject to County approval.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with the County's prior written approval.

16. SUPERVISION BY CONTRACTOR

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

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

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

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior

to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

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

22. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. COPYRIGHT

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

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

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

25. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor, nor any rights or interests to use or disclose the County's data or inputs.

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

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

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

26. DATA SECURITY AND PROTECTION

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

- (a) County's Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer or designee, the downloading of

County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.

- (f) **Data Protection upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.
- (g) **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.
- (h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan(s).

27. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.)). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. **COUNTY EMPLOYEES**

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

29. **FORCE MAJEURE**

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

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

30. AUTHORITY TO TRANSACT BUSINESS

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

31. RELATION TO COUNTY

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

32. ANTITRUST

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

33. REPORT STANDARDS

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

When submitting documents to the County, the Contractor shall comply with the following guidelines:

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

34. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years after final payment and must allow the County or its authorized agents to examine any of the above documents during this period and during the Contract Term. The Contractor must provide any

requested documents to the County for examination within fifteen (15) calendar 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 records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor must give the County at least thirty (30) days' notice and must not dispose of the documents if the County objects.

35. ASSIGNMENT

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

36. AMENDMENTS

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

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

40. ARBITRATION

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

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. SEVERABILITY

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

44. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

45. SURVIVAL OF TERMS

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

46. HEADINGS

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

47. AMBIGUITIES

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

48. NOTICES

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

TO THE CONTRACTOR:
Elizabeth B. Frantz, President and CEO
Leadership Arlington, Inc.,
4420 N Fairfax Drive, Suite 102
Arlington, VA 22203

TO THE COUNTY:
Anita Friedman, Project Officer
Department of Human Services
Arlington County, Virginia
2100 Washington Boulevard, 4th floor
Arlington, VA 22204

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that adequate communication and/or interpretation/translation services are available to persons seeking services who have limited ability to communicate and/or limited English proficiency. If such services are not included in contract scope of services and pricing, the Contractor agrees to use services of a County-contracted service provider and fees will be paid for by the County at prevailing contract rates.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements of the Americans With Disabilities Act of 1990 ("ADA").

52. ADA COMPLIANCE

Compliance with the ADA shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

- c. **Modifications to Policies and Procedures:** The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. **Employment:** The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

53. **INSURANCE REQUIREMENTS**

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

- a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage** including Virginia benefits and employers liability with limits of \$100,000/100,000/\$00,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. **Commercial General Liability - \$1,000,000 combined single limit coverage** with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. **Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).**
- d. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.**
- e. **Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not**

having the required insurance throughout the Contract Term is grounds for termination of the Contract.

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

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

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

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

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

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LEADERSHIP ARLINGTON, INC.

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: President; CEO / Secretary

DATE: 6/17/16

DATE: 6/17/16

Attachment A

Scope of Work

The Volunteer Arlington program is a resource for small, medium and large nonprofits and foundations; the public sector; private businesses and individuals and groups desiring to volunteer.

The Contractor will maintain the program's current functions while increasing the engagement and impact of Volunteer Arlington in the coming years. The goals for the new Volunteer Arlington program are: (1) increase motivation for volunteering among all demographic and income levels; (2) develop programs, trainings and volunteer events that are well-resourced and engaging; (3) create opportunities that garner support and participation from businesses in the County, including the creation of a fee-for-service model that allows the corporate sector to partner with nonprofits and the public sector; (4) create a plan to generate additional funding to enhance and sustain Volunteer Arlington's programs; and (5) expand the services to motivate more young professionals to volunteer in the community.

The Contractor agrees to maintain and promote the Volunteer Arlington brand as a separate brand from Leadership Arlington.

Advisory Board

The Contractor will develop and manage an up to 11-member Volunteer Advisory Board that will meet quarterly to discuss the needs of the volunteer community and offer advice and counsel to the Volunteer Arlington staff. The Advisory Board will be comprised of an odd number of members.

The County will nominate up to four members, to include the County Project Officer and other County staff who are actively engaged in volunteer recruitment and retention. The remaining nominations to the Board will be made by the Contractor (those members will represent the business community, non-profit volunteer coordinators and community stakeholders).

The Advisory Board will not develop or implement policies and procedures, but will develop ideas and initiatives to more effectively utilize volunteers, identify volunteer training topics, reduce the cost of recruiting volunteers, obtain donor funds from corporate partners, stay abreast of volunteer management best practices and current issues and ensure open lines of communication between members of the Arlington volunteer community.

The Advisory Board will be divided into three working subcommittees – County Needs; Business/Fundraising; and Marketing/Communications – but will otherwise determine how it will govern itself.

Volunteer Management System

System Implementation

In dialogue with current users (both agencies and individual volunteers), the Contractor will develop an enhanced volunteer management system that will provide all of the system capabilities outlined in this

Agreement and will host the system on a Volunteer Arlington website. The system will be a customization of the CiviCRM platform developed by Ginkgo Street Labs.

The system development and implementation timeline is included in Attachment C. The Contractor will provide progress updates to the County upon request.

The Contractor will analyze the contents of the existing volunteer database and will identify and resolve issues with the legacy data prior to importing it to the new system, to include, at a minimum:

- Consistency of formatting (phone numbers, standardization of titles and addresses, etc.)
- Merging of duplicate records
- Removal of invalid or nonexistent email addresses
- Conversion of qualitative or free-form data into quantitative data, where appropriate.

The system will initially be developed with sample test data. As the project progresses the Contractor will generate a new build of the site and populate it with data from the legacy system. Prior to the system launch, the site will be rebuilt again, discarding all data from the testing period; the final build will contain only the data extracted from the legacy system and any new data determined to be necessary.

Also prior to the system launch the Contractor will perform a final data migration and cleanup from the legacy volunteer management system.

The County will be responsible for maintaining the current volunteer management system until the Contractor makes its first hire, which must be within 60 days of full contract execution. The Contractor will then be responsible for maintaining the County's current volunteer management system until the new system is live. The County will provide the Contractor with administrator log-in credentials, which will allow the Contractor to manage the user data in the current system and transfer the data to the new system prior to the launch.

Technical Capabilities

The volunteer management system developed by the Contractor will include the following technical capabilities:

Volunteers will be able to:

- Create an account and maintain a profile of their skills, interests and availability
- Search public listings of volunteer opportunities based on type of opportunity, skills required, location and/or schedule
- Receive notifications by email of new opportunities based on their skills and interests
- Sign up for multiple volunteer opportunities in a single visit – feature similar to a shopping cart – and receive an email confirmation with the date, time, location and volunteer coordinator's contact information
- If the user is logged in to his or her account, pre-fill information in forms from his or her profile (name, telephone, email address)
- Self-report volunteer hours worked
- Identify which organizations may directly contact them through email and provide their contact information to those organizations
- Receive automatic email or text reminders both a day and an hour before the event for which they registered to volunteer

Organizations and the County will be able to:

- Post volunteer opportunities
- Search the database for potential volunteers based on information included in the volunteers' profiles
- Send emails to subsets of contacts in the database, for example, those with specific skills and interests
- Analyze the data on volunteer sign-ups for each activity/event, actual participation and feedback from volunteers about their experiences
- Generate, save and export customizable reports as csv files for Excel, which allow for selecting records by all searchable fields
- Report back to a business which employees volunteered at specific events and for how many hours
- Generate electronic volunteer lists with contact information in advance for on-site volunteer project managers
- Access volunteer contact information and hourly time reporting
- Confirm and/or enter hours worked by volunteers
- Create entries on the Volunteer Arlington website's Community Calendar
- Insert links from external websites for nonprofits, businesses and the public sector to their volunteer opportunity postings
- Allow for emergency response volunteer recruitment and registration through the online volunteer match tool

The Volunteer Arlington website will include:

- A mobile-friendly interface to allow for increased accessibility to community volunteer opportunities
- A Community Calendar where nonprofits, County schools and County departments may post events with a link to the event sponsor's website
- A mailing function, like Constant Contact, for email blasts and newsletters to be administered by Volunteer Arlington staff. The volunteers must have the option of opting out of the mailings.
- A link designed specifically for newcomers – those who have recently moved to Arlington or recently decided to volunteer – including an overview of the County's history with civic engagement
- A link to the Arlington Teens website (www.arlingtonteens.com) to provide an easy portal through which teens may volunteer
- Testimonials from volunteers
- Short videos from volunteers contributing more than 100 hours of time in a year, who will be identified as "Gold Star Winners"
- The website will feature the Arlington County logo

Ongoing System Support and Maintenance

The Contractor will provide ongoing database maintenance services and other support for the County, other organizations and volunteers, as detailed below.

Database maintenance will include:

- Documented Upgrade Quality Assurance Procedures (for administrative use)
- A testing/training copy of the website
- Two major CiviCRM upgrades per year

- Security maintenance/upgrades for Content Management System (CMS) and Constituent Relationship Manager (CRM)
- Off-site backups taken at least once daily and retained for at least 30 days
- Management and integration of all services related to the website:
 - SSL for secure website access
 - Domain Registration and DNS
 - SMTP - whitelisted mailing server
 - SMS provider (for text messages)
 - Payment Processor

The County will own the data in the database created by the Contractor. The Contractor will provide to the County Project Officer on a regular basis, but no less than annually, a current snapshot of information contained in the database (to include, at a minimum, names, phone numbers and e-mails of volunteers, volunteer managers and/or their organizations) in a comma delimited ascii file format. The Contractor will also provide a snapshot to the County Project Officer at the end of the Contract Term.

The Contractor will respond to issues related to the operation of the Volunteer Management System within 1 day. The Contractor will resolve issues that the County deems critical (e.g. system is unavailable, website is down, users cannot log in), to the best of the Contractor's abilities, within 24 hours of the issue being reported. Some services are dependent on third parties and may not be entirely within the Contractor's control. The Contractor will address non-critical operational issues within 3 business days.

The Contractor will first make any changes to the system and the website in a staging environment where they can be thoroughly tested before deployment. The Contractor will update Website software as needed to stay on a version supported by the software supplier.

The Contractor will provide initial and ongoing training and support for all users well as technical assistance by email and phone to volunteers, the County and non-profits. Technical assistance will be available during normal business hours (Monday through Friday, 9:00 to 5:00 EST) and will cover, but will not be limited to, website usage, troubleshooting and system navigation.

A training manual covering the registration process and system use will be available to the users online.

The website and the database will be adaptable to function as an Android and iPhone application. The County may require the Contractor to develop mobile apps during the Contract Term, in which case the County and the Contractor will negotiate a Contract amendment specifying the price and the detailed scope of work.

Volunteer Management

The Contractor will provide the following services:

- Hold and facilitate quarterly Volunteer Arlington Brown Bag lunches for all volunteer coordinators in the County (County, faith based, and nonprofit) to discuss challenges and opportunities
- Provide a quarterly training for new volunteer coordinators to include demographic knowledge, as long as there are at least 5 people willing to participate in the training
- Provide training for organizations on how to market "hard-to-fill" volunteer opportunities with support from the volunteer match tool and create a pro-active volunteer recruitment strategy

- Collect and implement feedback from the volunteers, volunteer managers and other training and workshop participants
- Provide targeted training to non-profit organizations that are struggling to obtain and/or maintain a strong volunteer base, including volunteer retention, volunteer training, demographic knowledge, and other topics recommended by the Advisory Board and suggested by survey results

In addition to developing an outreach plan aimed at recruiting those not currently volunteering, the Contractor will lead a special outreach effort to revitalize Arlington County's Community Volunteer Network (CVN) – an organization of young adults who live in Arlington and dedicate time to volunteering and socializing together in the community – attracting and engaging young professionals through building networks, providing social opportunities and developing leaders. The Contractor will introduce the CVN to the Contractor's own Young Professional Program members and other networks aimed specifically at young professionals in order to facilitate their understanding of common goals and opportunities for collaboration.

The Contractor will also use the online volunteer match tool to create and maintain a database of volunteers for specialty services, such as language or professional skills, and hard-to-fill volunteer opportunities.

Promotion and Outreach

The Contractor will regularly and actively promote the new and enhanced Volunteer Arlington services using traditional and social media, including, but not limited to, Facebook, Twitter, Instagram, as well as through the CVN. The Marketing/Communications Subcommittee of the Advisory Board will also create a comprehensive multi-year marketing/social media plan to reach all demographics and sectors in the Arlington community. The Contractor will publicize volunteer opportunities through media outlets highlighting targeted or high-demand opportunities. Input from County and nonprofit volunteer coordinators will be solicited to ensure all areas of the County are reached.

The Contractor will hold an annual Community Volunteer Recognition Event and present an award to Arlington's Outstanding Volunteer. The Contractor will also employ other strategies, based on the Advisory Board's direction, to recognize volunteers in the nonprofit, business and public sectors and will develop and promote one-time group volunteer activities that can be marketed to County agencies and businesses to foster team-building, workplace development and a sense of community.

The County's volunteer coordinators will assist the Contractor in identifying volunteers, performing outreach and securing County facility space for specific events. The County will also assist in securing training facilities for volunteer coordinators and administrators, as well as non-profits, faith-based organizations and government entities.

The Contractor will work closely with the County's volunteer coordinators, and all other County offices needing or offering volunteers to ensure that those working for the County have ample opportunities to join Arlington's volunteer corps and will provide Volunteer Arlington representatives as guest speakers to various groups in the community on how to take advantage of the Volunteer Arlington Website and online database system.

Donors, Sponsors and Corporate Relationships

The Contractor, working with the Advisory Board and other subject matter experts, will develop and maintain a long-term funding plan to secure private sector grants, individual donations and corporate sponsorships to ensure the program's ongoing financial stability.

The Contractor's existing support from the business community will serve as the basis for developing this plan, bringing key business and philanthropic leaders in Arlington to the discussion. Throughout the Contract Term, the Contractor will submit proposals to foundations and corporations interested in supporting community volunteerism.

The Contractor will offer to the business community trainings on volunteerism and community involvement to strengthen ties with and volunteerism within the business community.

The Contractor will also work with the Advisory Board on developing funding diversification plans and fundraising events through:

- Corporate Service Days, using a fee-for-service model, by which Volunteer Arlington will charge the business partners for organizing service days for the companies. The Contractor will determine the appropriate fees for the services provided to businesses.
- Events designed to raise funds in support of Volunteer Arlington
- Volunteer Fairs

If the Contractor raises sufficient funds, the Contractor will conduct additional activities, workshops and trainings, based on the survey results of volunteer experiences and input from the Advisory Board. These activities may include:

- Additional Brown Bag lunches with volunteer coordinators throughout the Arlington community
- Additional trainings for volunteers and volunteer coordinators in the County, as needed
- Additional events and activities for the improvement and expansion of Volunteer Arlington
- Additional infrastructure to support these events and activities

Emergency Preparedness

The Contractor will support the Arlington County Department of Human Services (DHS) in the Emergency Support Function (ESF) 17 for Volunteer & Donations Management within the Office of Emergency Management (OEM). The Contractor will perform the following services related to volunteer/donations management during an emergency situation: 1) responding to public inquiries regarding the needs for volunteers and donations, including how to make monetary donations; 2) communicating with non-profits and other agencies to assess their need for volunteers or donations; 3) managing Volunteer Reception Centers (VRC) to integrate spontaneous, unaffiliated volunteers and/or donations into the response and recovery; and 4) maintaining communications with other regional and national Volunteer Centers regarding mutual assistance.

The Contractor is tasked with supporting DHS-specific emergency volunteer support needs and ensuring that systems are in place to meet those needs. This may include the establishment of a virtual Volunteer Reception Center (VRC) for managing volunteers and donations and/or the setup and staffing of physical VRC(s) for managing spontaneous, unaffiliated volunteers and donations. The County will work closely with the Contractor in the event of an emergency to provide additional support as available. Specifically,

the Contractor must ensure that the systems are in place to meet DHS's needs with regard to ESF 17; and the new volunteer management system must be capable of supporting incident specific-volunteer and donation offers, requests and referrals.

NOTE: The County must approve in advance all Volunteer Arlington communications related to emergency volunteering and donations.

Contractor's Staff

The Contractor will be supporting Volunteer Arlington throughout the Contract Term with the following current positions (each of the following will dedicate approximately 4% of his or her work time to Volunteer Arlington):

CEO – will oversee the Executive Director of Volunteer Arlington

Director of Development – will support the Advisory Board and work closely with the Business/Fundraising Subcommittee to create a plan for involvement of the business community

Development Manager – will support the Executive Director of Volunteer Arlington with staging Volunteer recognition events

Communications Manager – will support the Executive Director of Volunteer Arlington with the development of marketing materials and collateral for Volunteer Arlington. Will support the Executive Director of Volunteer Arlington in external communications.

Within 60 days of Contract award, the Contractor will employ two full-time staff members dedicated to supporting Volunteer Arlington, whose performance review criteria will directly correlate with the performance of the Volunteer Arlington program:

Executive Director of Volunteer Arlington – leadership position with experience in volunteer management and engagement and a deep understanding of nonprofit issues and strategies. Will be responsible for the overall functioning of the Volunteer Arlington program, to include in particular:

- Providing administrative support for the Advisory Board activities and working with the Board to developing a vision, as well as the strategic and operational plans to guide Volunteer Arlington
- Developing and enhancing the program's community profile by ensuring excellence in both the level and scope of volunteer projects and activities as well as the quality of volunteer output
- Overseeing the efficient and effective day-to-day operation of the program and the program's relationships
- Overseeing the development of the volunteer management system, web site and social media tools
- Developing trainings for volunteer managers, nonprofit organizations and businesses
- Planning galas, community service days and other events promoting volunteerism
- Researching funding sources, developing fundraising plans and writing funding proposals to support the program
- Coordinating development of a multi-year, comprehensive marketing plan to expand Volunteer Arlington's brand, especially to young professionals

Database and Events Associate – will provide administrative support for all programming efforts, to include:

- Tracking and updating volunteer hours
- Developing and maintaining monthly reports regarding database use, volunteer registrations and impact/outcomes
- Supporting the Executive Director by communicating with corporate and nonprofit partners to ensure volunteer projects are successful
- Ensuring that communications between County volunteer coordinators, corporate partners and volunteers are clear so that each party understands expectations
- Evaluating success of volunteer projects through program evaluations completed by volunteers, volunteer sites and businesses
- Providing volunteer support by answering questions via phone and e-mail, and responding to inquiries regarding registration, websites, event details, etc.
- Assisting Executive Director with volunteer fundraising events and corporate and community partnerships
- Assisting Executive Director in planning, organizing and implementing volunteer recognition and appreciation events

Detailed Timeline for Year One of the Contract

The following timeline lays out expected activities by Quarter for Year One of the Contract. For each subsequent year of the Contract, the Contractor will provide a work plan and budget to the County Project Officer within 30 days of the County's request.

- Quarter One
 - Hire the Executive Director of Volunteer Arlington and the Database and Events Associate
 - Begin development of the volunteer database system
 - Upon agreement with the County, launch a communication campaign informing organizational and volunteer users about new system implementation, to include in the local gazettes, online publications, e-newsletter, through speaking opportunities at civic and business network meetings, etc.
 - Select Advisory Board members
 - Hold multiple focus groups with stakeholders throughout the County to determine community needs (market research and analysis)
 - Maintain existing database and website through transition to new system
 - Begin conversations with DHS to ensure effective emergency coordination and support
 - Hold first quarterly Advisory Board meeting and establish three working Subcommittees
 - Hold meeting of the Marketing/Communications Subcommittee of the Advisory Board to begin developing a comprehensive marketing plan to expand Volunteer Arlington's brand, especially to young professionals
 - Hold meeting of the County Needs Subcommittee to develop plan for how the new volunteer management system will meet the needs of the County volunteer offices
- Quarter Two
 - Hold first Quarterly Brown Bag lunch with volunteer coordinators throughout the Arlington community

- Complete multi-year comprehensive Marketing Plan, with a special emphasis on a campaign to attract and retain young professionals and rejuvenate CVN
 - Hold meeting of the Business/Fundraising Subcommittee of the Advisory Board to begin developing a plan for sponsorships as well as fee-for-services for businesses
 - Finalize a plan with DHS to ensure effective emergency coordination and support
 - Present an award to Arlington's Outstanding Volunteer at the Contractor's Legacy Leadership Awards annual banquet
- Quarter Three
 - Complete design of new volunteer management system linked to the website
 - Merge data from existing volunteer system into new volunteer management system
 - Launch website and volunteer management system
 - Hold Quarterly Brown Bag lunch with volunteer coordinators throughout the Arlington community
 - Launch the Marketing Campaign, including publicizing Volunteer Arlington through traditional and social media as outlined in the Marketing Plan
 - Provide Volunteer Arlington representatives to speak to various groups in the community on how to take advantage of the Volunteer Website and new online system
 - Present to the Advisory Board a strategy for securing sponsorships of events and activities plus a fee-for services plan (for businesses only)
 - Secure sponsorships for Volunteer Arlington services/events
 - Hold annual Community Volunteer Recognition Event
- Quarter Four
 - Evaluate and adjust as necessary the website and volunteer management system based on both internal needs review and external user feedback
 - Hold Quarterly Brown Bag lunch with volunteer coordinators throughout the Arlington community
 - Begin offering quarterly training for all volunteer coordinators in the County
 - Provide Volunteer Arlington representatives to speak to various groups in the community on how to take advantage of the Volunteer Website and new online system
 - Link the Volunteer Arlington website to the Arlington Teens website (www.arlingtonteens.com) to provide an easy portal through which teens may volunteer
 - Develop a multi-year strategy for Volunteer Arlington's future financial stability
 - Hold first fee-for-service Corporate Volunteer Day
 - Secure sponsorships for Volunteer Arlington services

The Contractor will send quarterly progress updates to the County and will communicate with the County as to the appropriateness and feasibility of the Advisory Board's recommendations.

Volunteer Arlington Program Metrics and Reporting Requirements

The Contractor will provide the following information to the County Project Officer in Year One. Reporting requirements, target values to be achieved for each category, and reporting frequency in the remaining Contract Years will be determined by the County Project Officer:

- Website visits/hits (total number and unique)
- Volunteers registered via online tool

- Number of new organizations registered
- Opportunities posted on website
- Number of walk in/phone calls to center
- Unique news/media posts
- Number of new targeted campaigns (youth, new Americans, seniors, etc.)
- Social media growth (followers/friends)
- Number of referrals generated by online tool
- Number of fee for service events coordinated (and revenue generated)
- Number of workshops/trainings held (volunteers/volunteer managers)
- Number of participants at all Brown Bags, events, workshops/trainings
- Number of community events attended by the Volunteer Arlington staff
- New funding generated or expanded
- Satisfaction survey results (organization needs met/volunteer needs met)

In addition to the data specified above, the Contractor will provide the following narratives:

- Any additional context and/or justification to support and/or explain the values reported above, to include explanation of any declines in numbers from the previous quarter
- Specific examples of successes during this reporting period
- Any specific challenges during this reporting period and Contractor's actions and/or plan to correct the situation

The Contractor will work with the County on any other reporting needs as they arise.

Attachment B

Volunteer Arlington Program Budget

The Contractor will provide the services described in Attachment A for the fixed price specified below, which includes all profit and overhead costs:

One-Time Start-Up Costs		
New Web Design and Volunteer Management System	\$63,000	
Computers + wiring+ buildout of office space	\$10,000	Two computers and their integration to Contractor's network
Furniture	\$2,000	
	\$75,000	

Volunteer Arlington Program Budget – Year 1

	Contract	In Kind	TOTAL BUDGET	
Personnel (incl. health benefits, taxes, etc.)	\$175,000	\$15,600	\$190,600	
Marketing and Promotion	\$10,000	\$2,000	\$12,000	(a)
Training and Events	\$8,500		\$8,500	(b)
Telecommunications/IT	\$9,000		\$9,000	(c)
Travel	\$2,650		\$2,650	
Supplies	\$7,000	\$800	\$7,800	(d)
Office space Lease	\$29,350	\$700	\$30,050	(e)
Total	\$241,500	\$19,100	\$260,600	

- (a) Budgeted funds will be spent on brochures, posters, social media fees, and other marketing tools. The Contractor will cover costs of ads and tables at events/newsletters sponsored by the Contractor.
- (b) Budgeted funds will be used for training and for promotional, recognition and Advisory Board events throughout the County.
- (c) Budgeted funds will cover Website hosting, telephones (landline and cell) and database maintenance.
- (d) The Contractor will cover the cost to lease a copier and a postage machine.
- (e) The office will comprise two small offices plus small meeting room.

The Year 1 budget will serve as a basis for budgets for the remaining Contract Years, which the parties will negotiate based on the County's available funds for that year.

Attachment C

Volunteer Management System Implementation Timeline

The new volunteer management system shall be launched to the community no later than November 30, 2016. Below is the detailed timeline of system implementation activities:

Week	Task
1	Finalize feature specification, incorporating feedback from stakeholder focus groups
2	Roll out requirements tracking and project management tools
3 - 5	Analyze existing volunteer database and identify data to be transferred/discarded Begin development of new volunteer database <ul style="list-style-type: none"> • Site framework, theming and branding • User registration and profile, volunteer interest profile • Organization registration and profile • Post volunteer opportunities • Search volunteer opportunities by date/location/role
6	"Minimum Viable Product" launch to the Contractor Continued development of new volunteer database <ul style="list-style-type: none"> • Search by skills • Search by interests • Search by dates • Event calendar • Online event registration • Tag volunteer opportunities • Search volunteer opportunities by tag • Access control
7	Continued development of new volunteer database <ul style="list-style-type: none"> • Volunteer availability widget • Add availability to user profile • Search by availability • Search by day of week
8 - 9	Data migration from the legacy volunteer system Continued development of new volunteer database <ul style="list-style-type: none"> • Automatically email volunteers when opportunities match their profile • Scheduled reminders • Links to predefined searches
10	Provisioning of hosting Continued development of new volunteer database <ul style="list-style-type: none"> • Reports

	<ul style="list-style-type: none"> • Email communications Additional web site content <ul style="list-style-type: none"> • Static content • Blog • Landing pages and links to/from Leadership Arlington
11	Development of system documentation <ul style="list-style-type: none"> • User's guide • Volunteer Manager guide
12 - 13	Training for Volunteer Managers Testing and soft launch
14 - 15	Revisions based on soft launch feedback
16 - 17	Launch for Organizations
18	Launch to community Retiring the County's legacy volunteer management system
Ongoing	<ul style="list-style-type: none"> • Management of hosting • Software updates • Second-tier technical and application support

ATTACHMENT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Leadership Arlington, Inc. ("Contractor") hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 16-020-RFP (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

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

access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

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

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: Elizabeth B Frantz

Printed Name and Title: Elizabeth B. Frantz, President & CEO/Secretary

Date: 6/17/16

ATTACHMENT E

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 16-020-RFP (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (as also collectively referred to herein as "information" or "County information").

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law/s, subject to civil and/or criminal penalties.

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

I agree that I will take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices, and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. I will also ensure that any device or media on which information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited. I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer's security system or any other breach of Project protocols. I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirement. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT