



ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 23-TRS-SS-469

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Everview, with a principal place of business located at 201 Technology Lane, Mount Airy, NC 27030 ("Contractor").

1. The Contractor agrees to provide the following goods or services:

Print and Mailing Services outlined in Exhibit A.
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on December 29, 2022. Unless terminated as provided below, the Agreement shall continue until July 31, 2023.
5. If the goods in the Contract include purchase of a flag of the United States or a flag of the Commonwealth for public use, the Contractor shall ensure such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.
6. The County will pay the Contractor, for services or goods that the Project Officer accepts, within the pricing schedule outlined in Exhibit B. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment. All payments will be made from the County to the Contractor via ACH.
7. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
8. The Contractor is obligated to take one of the two following actions within seven (7)

days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

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

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

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

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

10. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

11. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the

County accepted before the termination notice.

12. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
13. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
14. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
 - Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be listed as additional insureds on the CGL policy.
 - Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
 - Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

15. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be

placed.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
 - d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.
16. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.
17. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
18. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
19. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
20. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
21. This Agreement is not effective until the County issues a valid County Purchase Order

covering the amount of the Agreement.

22. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
23. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
24. No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public
25. The County does not discriminate against faith-based organizations.
26. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
27. This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs. All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County. The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request,

the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

28. The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.
29. The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.
30. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
31. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
32. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

John Hollingsworth, Senior Client Success Manager
201 Technology Lane
Mount Airy, NC 27030
(336) 648-4772
John.hollingsworth@everview

TO THE COUNTY:

Stephanie Hyman
2100 Clarendon Boulevard, Second Floor
Arlington, Virginia 22201
(703) 228-3162
Shyman@arlingtonva.us

AND

Dr. Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

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

related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

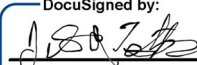
- 34. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
- 35. This Agreement may be modified only by written amendment.
- 36. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
- 37. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

OUTPUT SERVICES GROUP, INC DBA EVERVIEW

SIGNED:  _____
DocuSigned by: 02CC7A8A62DB466...

SIGNED:  _____
DocuSigned by: EE7B0AF23F9E45D...

PRINTED NAME: CYNTHIA DAVIS

PRINTED NAME: Joseph Tetstone

PRINTED TITLE: ASSISTANT PURCHASING AGENT

PRINTED TITLE: EVP - Client success

DATE: 12/29/2022

DATE: 12/29/2022

EXHIBIT A

SCOPE OF WORK

The Contractor must perform printing and mailing services of letters and bills, including all supervision, labor, materials, equipment, proofs, and quality control procedures for the Office of the Treasurer following the requirements set forth below.

1. Furnishing Printing Services:

- a. Print letters and bills from the Office of the Treasurer.
- b. Provide envelopes based on the specifications in Exhibit C Envelope Specifications for mailing and remittance that are currently in production.
- c. Print all billing notices and envelopes on an inline, roll-fed ink jet printer using OCR fonts for remittance processor, postal fonts with bar codes for addresses, and UPC fonts to ensure bar codes work with scanners.
- d. Retrieve daily electronic graphic files from a secure site. The graphic files will include coding to indicate whether letters and bills are duplex, simplex, color, B/W, remittance envelope and whether a perforation is required for the document.
- e. Print all letters and bills on 24lb, 8.5"x11" white paper.
- f. Provide proofs to the County as requested.

2. Handling:

- a. The Contractor must print and distribute all documents delivered via the secure site wisftp.osgbilling.com.
- b. The Contractor must fold and insert the documents into custom #10 envelopes and include inserts or remittance envelopes per the electronic code on each document.
- c. The Contractor must seal the mailer envelope, ensuring the mailing address is visible through the window.
- d. The Contractor must sort, bundle, tray, and deliver presorted trays of mail to the USPS within two business days from receipt of the graphic files. When the Contractor determines there will be a delay, the Contractor must alert the County via email or phone as soon as the potential delay is identified.
- e. The Contractor must adhere to safeguards and quality control checks to avoid duplicating any orders or producing illegible documents. The Contractor must correct and remail any job deemed as not presentable by the County Treasurer at the Contractor's expense. The Contractor must reimburse the County for product and postage costs for any mailing identified as a duplication due to an Contractor error.
- f. The Contractor must provide a detailed reconciliation statement of all orders to accompany all invoices.
- g. The Contractor must provide visibility for all jobs in process through an online portal, and archive completed jobs. This includes the quantity of documents printed, folded, inserted, and delivered to the United States Postal Service ("USPS").
- h. The Contractor must maintain all printing stock, ink and envelopes for the performance of this agreement.
- i. The Contractor must maintain all computer equipment necessary to securely transfer data and make any programming changes necessary to maintain capability at no additional cost.

3. Security:

The Contractor must ensure that adequate security procedures remain in place for the transmission and security of confidential information.

4. Postage: The Contractor must charge all mail submitted by the County to the existing postal permit maintained by the Treasurer. The Contractor must ensure that no other client's mail is charged under the Treasurer's postal permit. Should the Treasurer identify an erroneous charge to the postage permit, the Contractor must immediately research and reimburse misallocated funds to the County.

Exhibit B Pricing Schedule

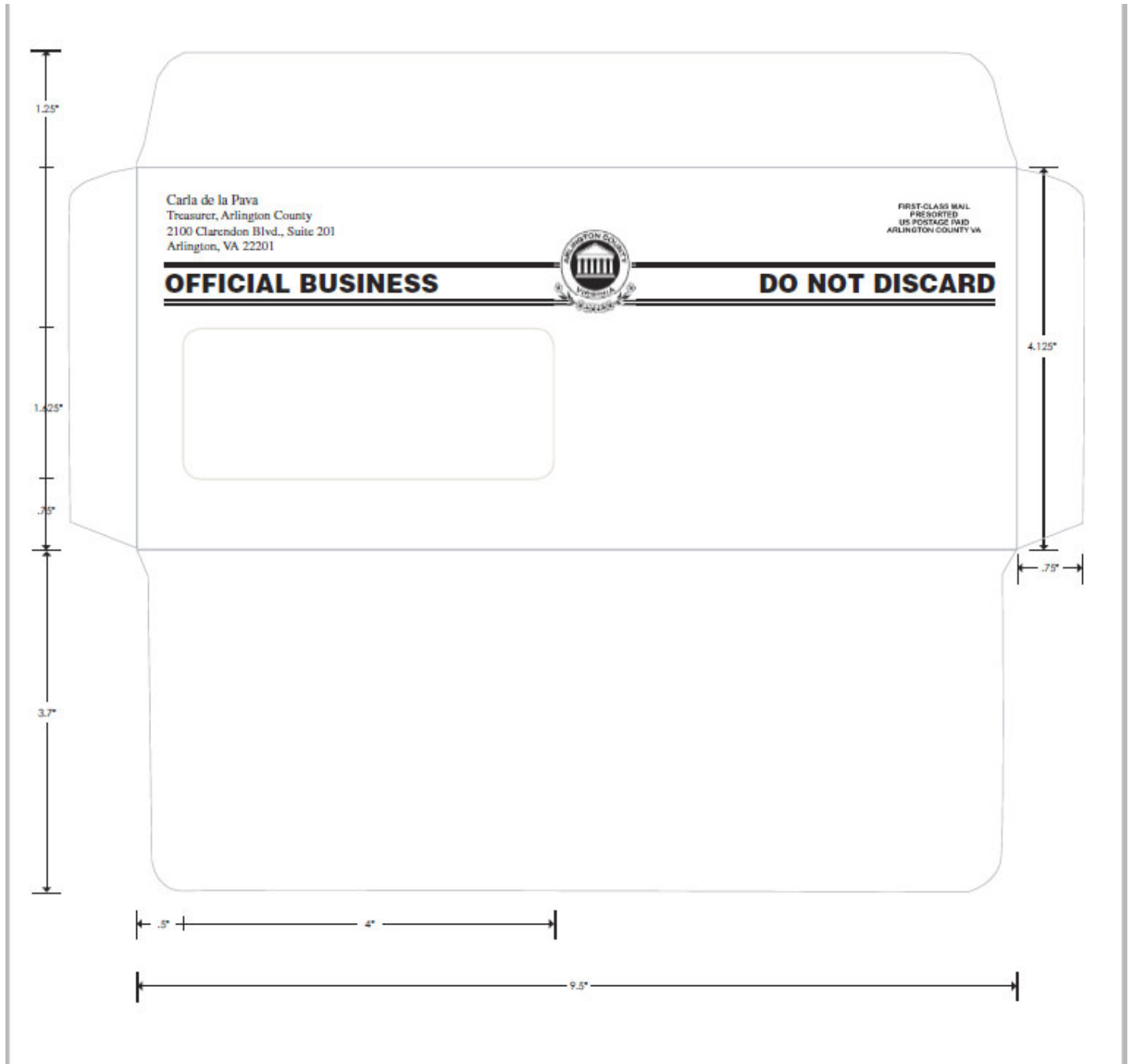
Product	Volume	Color Process		Order	Reprint	Perf	Price	Full Color	Black and White (assuming 1/0 is black)
Personal Property Tax / License Fee	88,000 - 116,000	2/2	Attach I	Custom	Custom	Yes		\$0.088	\$0.083
Personal Property Tax / License Fee Final Notice	40,000 - 50,000	2/2	Attach I	Custom	Custom	Yes		\$0.088	\$0.083
Real Estate Tax /Stormwater Mgmt Fee	60,000 - 70,000	2/2	Attach I	Custom	Custom	Yes		\$0.088	\$0.083
Real Estate Tax /Stormwater Mgmt Fee Final Notice	12,000 - 20,000	2/2	Attach I	Custom	Custom	Yes		\$0.088	\$0.083
Parking Authority Bill	3,000 - 4,000	2/2	Attach I	Custom	Custom	Yes		\$0.108	\$0.103
Trustee Tax Statement	48,000 -60,000	2/2	Attach I	Custom	Custom	Yes		\$0.088	\$0.083
False Alarm Invoice	4,000 -4,500	2/2	Attach I	Custom	Custom	Yes		\$0.108	\$0.103
Dog License Application	4,000 - 5,000	2/2	Attach I	Custom	Custom	Yes		\$0.108	\$0.103
backer to A-H									
Notice of Lien Individual	40,000 - 50,000	1/0		Custom	None	No		\$0.062	\$0.062
Notice of Lien Employer	40,000 - 50,000	1/0		Custom	None	No		\$0.062	\$0.062
Final Notice / Request for Payment Parking Violations	6,000 - 7,000	1/0		Custom	Custom	Yes		\$0.088	\$0.083
Final Notice / Request for EMS Charges	4,000 - 5,000	1/0		Custom	Custom	Yes		\$0.068	\$0.068
Public Utility Billing Statements	190,000 - 200,000	2/2	Attach P	Custom	Custom	Yes		\$0.078	\$0.073
Final Notice Public Utility Billing Statement	60,000 - 70,000	2/2	Attach P					\$0.078	\$0.073
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Notice of Change in Assessed Value	35,000 - 40,000	1/0		Custom	None	No		\$0.062	\$0.062
Business License Tangible Tax Returns	4,500 - 5,000	2/2	Attach S	Custom	Custom	No		\$0.108	\$0.103
Business License Application Renewal and Tangible Tax	8,000 -9,000	2/2	Attach S	Custom	Custom	No		\$0.100	\$0.095
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Active Duty Military L.E.S.	1,000 -2,000	1/0		Custom	Custom	Yes		\$0.088	\$0.088

Graphic changes (after initial setup) \$65.00 per hour
 Custom Programming (after initial setup) \$125.00 per hour

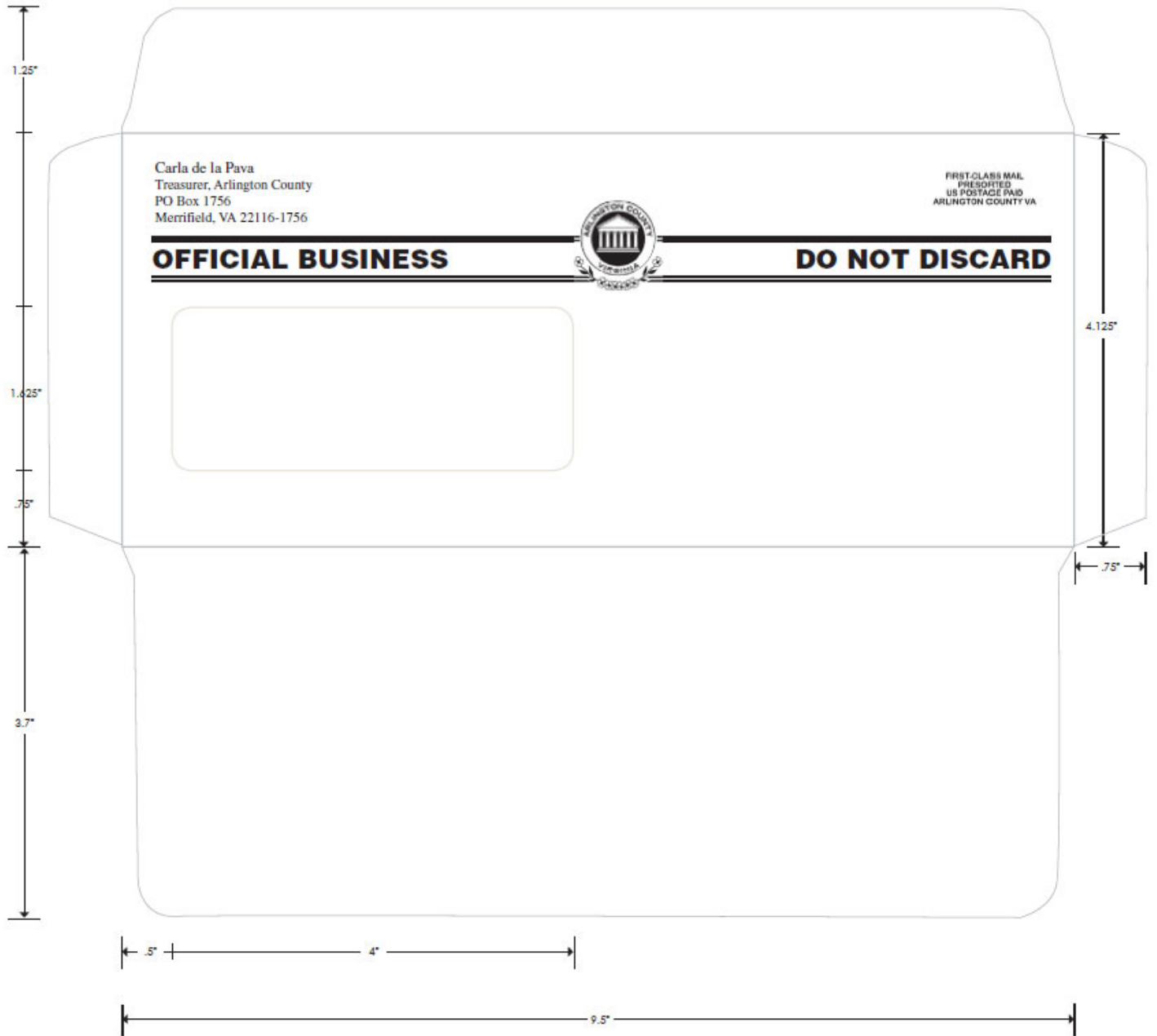
Exhibit C

Envelope Specifications

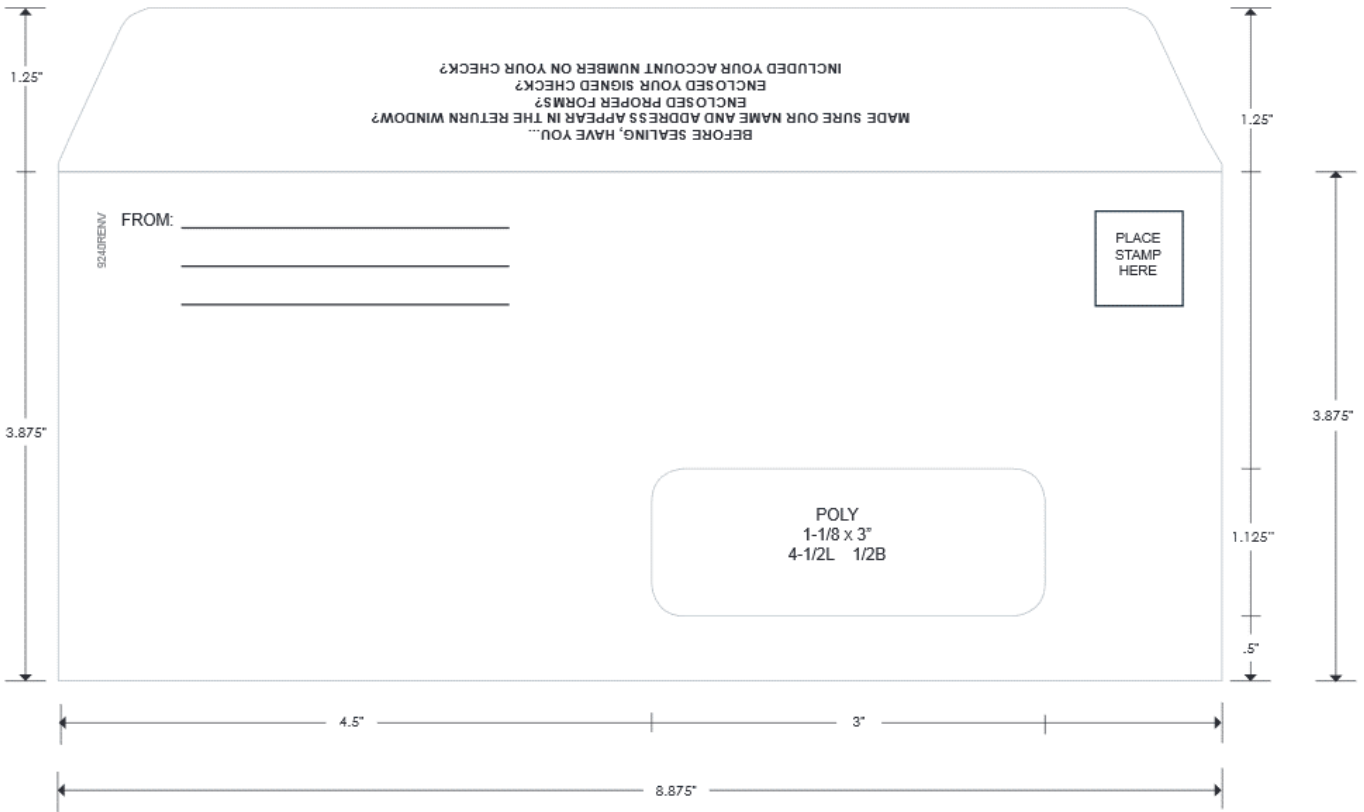
Custom mailer envelope #1 with County indicia:



Custom mailer envelope #2 with County indicia:



Remittance 1: security tint interior with poly address window



Custom Remittance 2: opaque colored paper stock

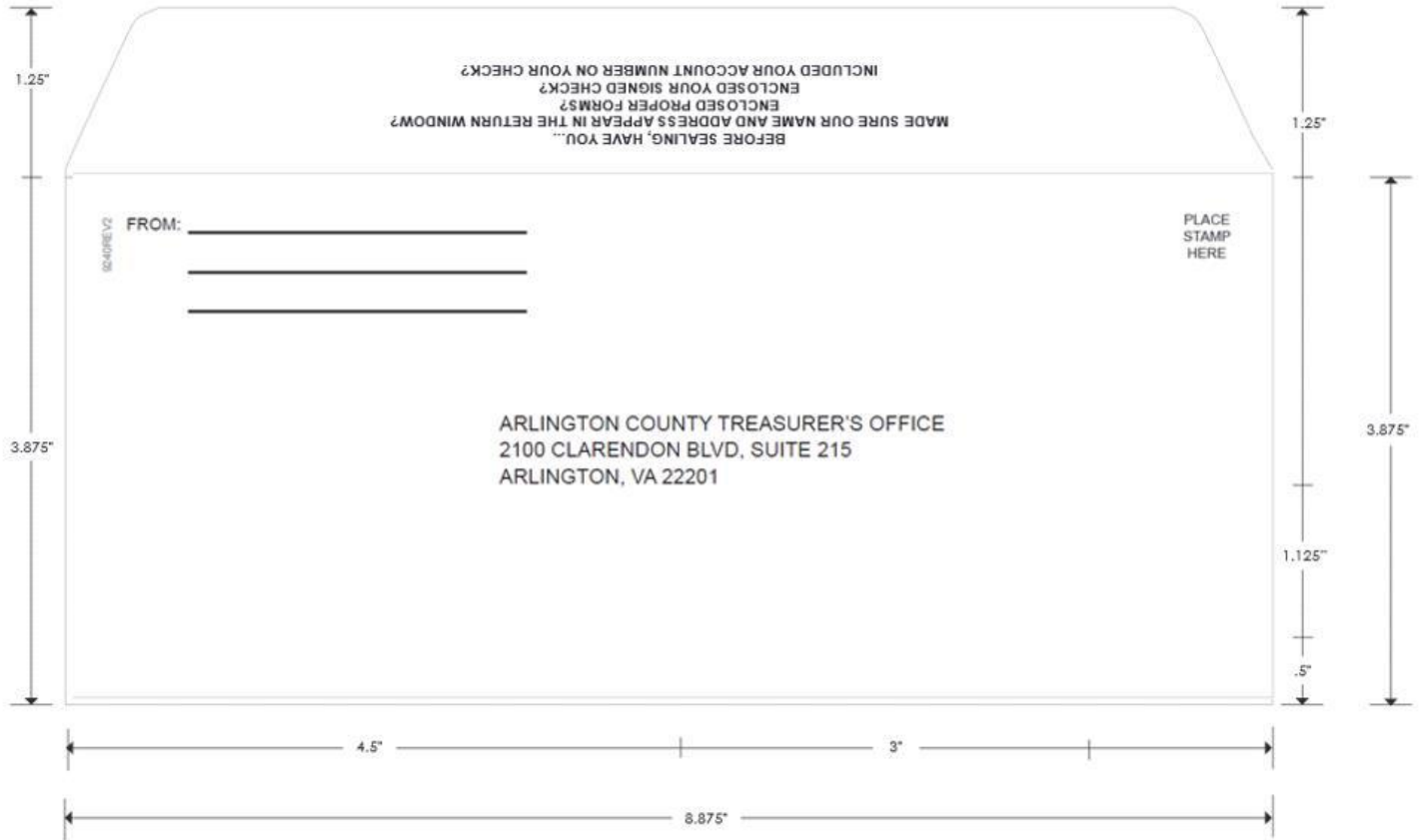


EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Output Services Group, Inc. dba Everview ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-TRS-SS-469 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

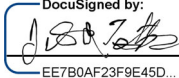
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

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

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

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

Authorized Signature:  _____
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Printed Name and Title: Joseph Tetstone EVP - Client Success

Date: 12/29/2022

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT