



MORIN BUILDING
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

November 29, 2017

To: All Prospective Offerors

Issued by: Elizabeth B. Dooley, CPPO, CPPB, Procurement Lead Buyer

Subject: Addendum #1, RFP 17-79, SharePoint – Intranet Architecture and Content Migration

The purpose of this addendum is answer questions submitted by the specified deadline.

QUESTIONS AND ANSWERS

1. What current Microsoft Office 365 (O365) services do you have implemented within your organization?

Response: O365 services are available for all Fairfax Water (FW) staff. However, FW has not rolled out all the services and training has been optional so there is limited adoption across the organization.

2. Do you use Single Sign-On (SSO) or Active Directory Federation Services (ADFS) between O365 and on premise Active Directory (AD)? Do you use Azure AD?

Response: FW has a Cloud Identity platform from Centrify utilizing a Microsoft-approved architecture in Azure to provide ADFS, provisioning, and synchronization with O365. FW currently uses Centrify to provide SSO for O365 as well as SAP.

3. Do you have or plan to implement O365 One Drive? If yes for your network drives do you plan to move or anticipate this is a requirement as part of this proposal?

Response: OneDrive is available for all FW staff, though most staff have not adopted it. FW expects to continue to roll out OneDrive.

FW expects that content for the Solution located on the current HTML intranet, network drives and/or SharePoint WSS 2.0 sites will be migrated to either the new structured SharePoint (SP) Online architecture or to a new repository. The new repository could be OneDrive, SP or something else depending on the migration strategy. Migration of all network drive content to OneDrive is not within the RFP Solution, but may be scoped for a future phase.

4. What is the current staffing that you have to support your SharePoint environment?

Response: FW has limited dedicated SP environment support. One FW staff member has the majority of their time reserved for SP Online support responsibilities going forward. Another staff member has a small slice of their time allocated for SP Online support. The FW help desk has not yet received formal support training for SP. FW is establishing a tiered help and support structure that includes a Tier 1 Help Desk and Tier 2 with support from FW IT and a 3rd party O365 support portal. FW will assess the selected Offeror for future Tier 3 support.

5. Has there been any content review performed? If so can you please provide results.

Response: An initial high-level review of the current intranet and SP on-premises and SP online content has occurred. FW is defining parameters for each division and department for what content should be migrated to the new structured SP Online architecture. FW is in the process of having content owners establish an inventory of the existing content and determining the future location of the content. It is anticipated that this process will be on-going and the Offeror will provide guidelines and recommendations in the migration strategy.

6. Do you anticipate current active sites in WSS 2.0 to be moved into SharePoint online?

- a. Do you have a list of processes that these external users currently interact or then require access?

Response: FW anticipates that the current active WSS 2.0 sites will be moved and incorporated into the new structured SP Online architecture or the content will be moved to another defined repository.

No external users without an active AD account interact or access the WSS 2.0 sites.

7. Are you thinking about using Team Sites in O365?

Response: Through the discovery phase, it is expected that the Offeror provide direction on whether FW should utilize Team Sites based on the business scenarios and requirements of each divisions and/or departments.

8. What current licenses do you own for O365?

Response: FW currently has O365 subscriptions which include Frontline / Kiosk (F1/K1), Enterprise Mobility (EMS E3), and Microsoft Office 365 for Government (G3 level). Very small numbers of Project Online and Visio Online are present as well. The vast majority of users are G3, with about 50 seasonal and other utilizing the kiosk/frontline license scheme. The EMS subscriptions are for users with corporate-issued mobile devices which consists of roughly half of the overall users. See #38 below for a tabular listing of O365 subscription elements and quantities.

9. Are your SharePoint online counts (currently 16) and WSS counts (currently 83) sites or site collections?

Response: SharePoint online counts (1 site collection, 41 sites) and WSS counts (1 site collection and 83 sites)

10. If the answer is sites for question 9, then can we get the count of site collections?

Response: Please see response to question #9.

11. If the answer is question 9, site collections, then can we get the count of sites?

Response: Please see response to question #9.

12. How many total custom page layouts do you use in WSS 2.0?

Response: None.

13. How many custom content types do you use in WSS 2.0?

Response: None

14. Does WSS 2.0 have a Master Page?

Response: Per the Microsoft definition, we do not have a Master Page.

15. How many fields in the user profile from SAP need to be mapped to SharePoint Online? Do you plan to leverage Azure AD?

Response: During discovery, it is expected that the Offeror will guide FW through the User Profiles to determine the fields to be pulled from SAP. FW has taken the initiative to begin the mapping process between SAP to AD to SharePoint in preparation for Offeror discovery.

16. Do you currently integrate SAP to Active Directory, to ensure the online profiles are updated?

Response: There is currently an integration from SAP to AD to SP so some user profile fields display. FW is currently working to enhance the mapping and integration.

17. Please confirm that these are the data sources required for content migration? Are there any others?

- a. UNC shares (network shared drives)
- b. Intranet HTML site
- c. WSS sites
- d. SharePoint Online sites
- e. Exchange Public Folders

Response: No other data sources.

18. Do you have any 3rd party tools or custom development implemented in your current WSS 2.0 or O365 SharePoint Online?

Response: No 3rd party tools or custom development has been implemented.

19. Were any 3rd party or codeplex solutions used in WSS? Examples are Fab40 site templates and/or SPD enhanced workflow activities.

Response: No.

20. Do you use SQL Reporting Services?

Response: Yes, some applications at FW utilize SQL Reporting Services. Although some of the output of SQL Reporting Services may exist in WSS 2.0 or SharePoint Online (e.g., a user has uploaded a report to a site), to date Reporting Services have not been managed or architected holistically, the existing architecture is based on each individual underlying application's reporting requirements.

21. Do you use Performance Point?

Response: No.

22. Do you have any other 3rd party reporting web parts or interfaces that are being used in WSS 2.0?

Response: No.

23. Are you currently using InfoPath forms or another 3rd party form tool? If not were the forms created in SharePoint designer?

Response: No forms are currently used.

24. How many total workflows do you currently have implemented in either WSS 2.0 or SharePoint Online? What type of tools were used to create them? Are there any action packs / extra custom actions installed and utilized?

Response: No workflows are currently implemented.

25. For records retention, do you require the solution to delete unneeded data and/or archive important data?

Response: FW is seeking with the RFP Solution to understand the SP capabilities with records retention, including deleting and archiving data.

26. Is there a fixed Small businesses set-aside percentage goal for this solicitation?

Response: No.

27. Is there a preference for local SDB/MBE?

Response: No.

28. Can FCWA confirm that there is no page limit for the Proposal Elements of this solicitation?

Response: No page limit. Offerors are encouraged to be focused in their proposal responses.

29. What is the Not-To-Exceed \$ value for the solicitation?

Response: Please see responses to questions #43 and #65. The initial Solution outlined for the Intranet, content migration and architecture design is within the range of \$100,000-\$150,000s.

30. Is there an existing O365 tenant?

Response: Yes there is a production tenant.

31. Is Active Directory Sync is configured?

Response: A basic sync from AD to O365 for identity, rights, and user and service provisioning is provided through Centrify Identity as a Service. The sync currently in effect is Azure AD Connect v 1.1.524.0. Separately, FW is currently analyzing a sync from SAP into AD for certain e

32. Whether companies from Outside USA can apply for this? (like, from India or Canada)

Response: Yes

33. Whether we need to come over there for meetings?

Response: Offeror should plan to be onsite for meetings and other activities as defined in the RFP section 2.7.3 Project Organization and Staffing.

34. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Response: As indicated in the RFP section 2.7.3 Project Organization and Staffing, Offeror staff are expected to be onsite for significant project milestones, requirements workshops, user acceptance testing, deliverables, and ad hoc meetings. Offeror to determine their appropriate staffing. Please see responses for questions #67, #83, and #87.

35. Can we submit the proposals via email?

Response: No.

36. For External user access would Fairfax be creating actual O365 user accounts, or leveraging the External User access through Microsoft Accounts.

Response: FW may choose to use either approach depending upon the business scenario. For example, in scenarios where a contractor is working in a role that is tantamount to an embedded member of FW's team, an O365 account may be created so they may have the full capabilities and (FW) identity associated with the platform. However, in other scenarios where capabilities required are more limited but an identity mechanism is required such as where the relationship

with FW is arm's-length or larger volumes of users are involved, then Microsoft Accounts may be chosen for those groups of users. In still other scenarios only anonymous access may be appropriate but such access must be tightly controlled/governed. Such external-facing scenarios are more likely to be relevant in future Phases. See response to question #72.

37. Does Fairfax have or plan to have Azure Active Directory Premium Plan 1 or Plan 2?

Response: Given there are unique capabilities provided by the Centrify platform which FW uses for Identity as a Service, such as SSO for SAP using SNC, and that the balance of capabilities between Azure AD Premium and Centrify Identity as a Service significantly if not completely overlap, FW does not currently plan to provision Azure AD Premium.

38. How many Users does Fairfax support within SharePoint? Does Fairfax already have O365 Licenses procured? If so, what SKU and how many of each.

Response: See the table provided below summarizing relevant FW O365 subscriptions.

<u>Subscription Type</u>	<u>In Use</u>	<u>Subscription Qty</u>
O365 F1/K1	4	55
EMS E3	274	300
O365 G3	494	502
Power BI	4	Unlimited
Project Online Essentials	4	12
Project Online Premium	1	1
Project Online Professional	2	2
Visio Online Plan 2	1	1

Please see response to question #71.

39. Does Fairfax currently have any 3rd Party tools? (e.i. Nintex, AvePoint, Metalogix, Sharegate, etc.)

Response: No. Please see responses to questions #18, #19, #22, #23 and #100.

40. Does Fairfax have any Software Assurance, Microsoft Vouchers which they would like to leverage for this engagement?

Response: FW is not planning to use Microsoft SA or vouchers for this engagement.

41. Does Fairfax have any concrete deadlines/timeline for this project to be completed?

Response: FW's goal is to have the RFP Solution go live late in Q2 2018. Please see responses to questions #92 and #95.

42. What % availability will a Fairfax Project Manager and Technical Sponsor be allocated to this project?

Response: Please see response to question #64. FW resources will be dedicated part-time to the project Solution, but the project will be the priority over their other workload to support the project milestones.

43. Does Fairfax anticipate a budget for this project? If so, what is the budget?

Response: Please see responses to questions #29 and #65. The initial Solution outlined for the Intranet, content migration and architecture design is within the range of \$100,000-\$150,000.

44. Was a Discovery already performed prior to this project?

Response: A high-level discovery was performed within the past two years.

45. Was it performed internally or by a 3rd party/vendor?

Response: The high-level discovery performed was done with a 3rd party vendor.

46. Have key stakeholders already been engaged on this project?

Response: The project governance structure has been established, including the Governance Committee, Core Team and Content Coordinators (Refer to RFP section 1.2.2 Governance Structure). Engagement with all stakeholders within the structure has occurred. An internal kickoff has been held with the stakeholders so they understand and agree on their charters, project success factors, and internal milestones.

47. Are you currently or have you previously engaged with a Microsoft Partner?

Response: FW has engaged with a Microsoft Partner on the high-level discovery.

48. Can you provide an overview of your current O365 Licensing Agreement?

Response: O365 licensing quantities and types have been summarized above. The O365 licenses are generally associated with FW's Microsoft Enterprise Agreement. FW's O365 tenant is in the Government Cloud.

49. Which plan(s) have you or intend to purchase?

Response: Please see the responses to questions #8 and #38 above. Aside from potential variances in the quantities, significant changes in the plans are not currently anticipated. Offerors are welcome to propose adjustments that may be to FW's strategic advantage, particularly if such recommendations involve reducing expenditures on software subscriptions or related services.

50. How many users within FW require licensing?

Response: Please see the responses to questions #8, #38, and #49.

51. Do you have any groups of users with special needs that may require different licenses (e.g. kiosk users, legal staff, field technicians)?

Response: Please see the responses to questions #8, #38, and #49.

52. How active do you plan to manage your O365 usage and subscriptions?

Response: As FW holds the majority of its O365 and other Microsoft service resources under its Enterprise Agreement, such strategic reviews typically occur on an annual basis.

53. Can you describe the prior training/change management initiatives that have been performed? What training mechanisms are in place today? Do you have a department dedicated to training initiatives or do you expect the vendor to lead all internal coordination?

Response: Minimal training/change management has been performed for the O365 services. FW does not have a department dedicated to training initiatives. FW has an existing subscription with a 3rd party vendor for the O365 training portal. FW expects the Offeror to provide training specific to the defined and implemented FW Solution outlined in the RFP that supports change and adoption of the Solution.

54. Regarding on-going support, what do you foresee the IT team could benefit from (e.g. evaluating new features of O365, future development, audits and health checks, etc.)?

Response: FW's IT team could most benefit from subject matter experts to supplement their capabilities, especially those involving security, mobility, cloud, and enterprise architecture, and Tier 3 support services. FW wishes to minimize custom development.

55. How large is the team that supports your existing SharePoint environments? Can you provide an overview of IT's role vs. business users, the KM/Collaboration team, governance committee, and/or any other communities of practice within FW?

Response: Please see responses to questions #4 and #42.

56. Do you currently have an existing Governance Plan in place?

Response: FW has a governance structure established for the project and a draft Governance Plan from the high-level discovery conducted previously. FW expects the Offeror to define the Governance Plan as outlined in the RFP for the Solution.

57. How often is your plan updated and by who?

Response: The current Governance Plan is a draft that is not up to date.

58. How would you rate FW's ability to communicate and execute the plan?

Response: FW is establishing procedures for more effective communications going forward but does not currently execute according to the defined draft Governance Plan.

59. Have you experienced any prior pain points with Governance?

Response: FW has an undeveloped governance for O365 and SharePoint Online.

60. Your Business Scenarios matrix outlines your functional requirements / use cases for the to-be solution. Are you looking for the vendor to validate and/or identify gaps?

Response: FW conducted a high-level assessment to validate previously defined requirements and business needs so Offerors have a baseline understanding for responding to the RFP. FW expects that during discovery the Offeror will deep dive into the requirements and identify and analyze gaps.

61. Do you expect the vendor to bypass requirements gathering for the solution and accept these requirements as-is?

Response: As indicated in RFP section 2.4 Discovery of Solution, Offeror is expected to conduct requirements gathering for the Solution. Please see the response to question #60.

62. Have you considered analytics or dashboarding solutions for this and other opportunities to support the Governance Committee?

Response: As defined in the Future Roadmap Discovery (RFP section 2.6), FW is interested in analytics and dashboards for the Governance Committee as well as within the division and/or department private sites. Given the variety of potential data sources, practices, and scenarios, FW wishes to be considerate and efficient in scope and approach to any such solutions.

63. What is the preferred methodology for the Project Management of your SharePoint solutions? PMI, Agile/Scrum, combination, or other?

Response: FW does not have a preferred methodology as long as the architected solution meets short-term and long-term needs.

64. Will FW supplied resources (Project Manager and System Administrator) be dedicated full-time to this project?

Response: Please see responses to questions #4 and #42. FW resources will be dedicated part-time to the project Solution, but the project will be the priority over their other workload to support the project milestones.

65. The cost of software solutions can vary widely depending on budget. Our firm has delivered successful projects across various budget ranges. To help us best meet the goals of your solicitation, can you please approximate a budget range for this project? For example, is the anticipated budget range:
- a. Less than \$100,000
 - b. \$100,000 – \$150,000
 - c. \$150,000 – \$250,000
 - d. \$250,000 – \$350,000
 - e. \$350,000 - \$500,000
 - f. \$500,000 - \$750,000
 - g. \$750,000+

Response: Please see responses to questions #29 and #43. The initial Solution outlined for the intranet, content migration and architecture design is within the range of b.

66. Will Certified Small Businesses from any state receive any special consideration in this procurement and if so, what consideration?

Response: No

67. Remote project delivery typically enables us to reduce project duration and costs. Most of the projects we do could be delivered completely remotely however, we sometimes find it useful to be onsite during discovery meetings, trainings, etc. Considering the potential effect on project duration and cost, on a scale from 1 to 5 where 1 represents "100% onsite project delivery" and 5 represents "100% remote project delivery", what are your requirements for how much time the selected vendor is onsite at your location?

Response: Scale = 3. As indicated in the RFP section 2.7.3 Project Organization and Staffing, Offeror staff are expected to be onsite for significant project milestones, requirements workshops, user acceptance testing, deliverables, and ad hoc meetings. Please see responses to questions #34, #83, and #87.

68. We have multiple Microsoft Gold and Silver Competencies and SharePoint Certified Masters, MVPs, Trainers, etc. With regard to certifications/credentials:

- a. What Microsoft Partner Competencies (e.g. Content and Collaboration, Application Development) are required and what is the minimum level of Competency for each that meets your requirements (i.e. Gold or Silver)?
- b. Will the proposal scoring take our credentials into account?

Response: Refer to RFP 4.6 Proposal Submittal Elements in section III. Solution Experience and V. Project Organization and Staffing where the minimal level of competency is defined. Microsoft competencies and credentials will be evaluated to assess Offerors capabilities for the Solution and future phases.

69. Did any contractor or vendor assist with the development of this solicitation or provide you with an evaluation, proof of concept, demonstration, pricing, or any other analysis related to this procurement? If so:
- Please provide the name of all contractors, vendors and products
 - Are these contractors and/or vendors eligible to bid on this project?

Response: A 3rd party vendor supported FW with a high-level discovery. They are eligible to bid on the RFP Solution.

A 3rd party vendor is providing FW internal project management support through the RFP process and implementation. They will act as the FW point-of-contact for the selected Offeror and manage the internal FW activities. They are not eligible to bid on the RFP Solution.

70. The RFP indicates that "FW expects offeror project staff, specifically key personnel, to be local so they can be onsite for significant project milestones"; can you please define local (e.g. how many miles or hours from your location)?

Response: Offeror project staff should be located within the Washington, DC area and able to make commute to onsite meetings, including onsite activities the day of.

71. How many total users will use the solution as related to scoping the effort, recommended product licensing, etc.?

Response: The Solution outlined in the RFP is for approximately 500 FW users. Please see response to question #38.

72. Regarding External User Access (e.g. Retirees, Vendors, etc.):

- Will all External Users need to login/authenticate to access the system or does anonymous access need to be supported as well?
- Will External Users have AD accounts?
- What features of the system will External Users be permitted to use (e.g. access to certain documents only, all features, etc.)?
- Is mobile support a requirement?

Response: In future phases, external users will require both anonymous access or an AD account or some other means to authenticate depending on the business scenario. Mobility is a requirement. Please see response to question #36.

73. Can you please provide detailed information and use cases for the requirement stated as "Automate form for online entry and submission", for example:

- How many forms are required and what are they?
- What capability is needed beyond the built-in forms over SharePoint Lists?
- What is the average number of fields per form?

Response: The Solution for the RFP does not currently include any automated forms to be built. This is a requirement that has been identified as a future phase. Refer to RFP sections 1.2.1 Business Goals and 2.6 Future Roadmap Discovery. Please see response to question #76.

74. Regarding your current use of SharePoint:
- a. For what workloads are you currently using SharePoint (e.g. collaboration portals, document and/or records management, intranet/extranet, BI, etc.)? Please list all that apply.
 - b. What, if any, third-party products for SharePoint Online do you currently have licensing for (e.g. Nintex)?
 - c. What is the current breath of SharePoint usage in terms of number of:
 - i. Departments
 - ii. Users
 - iii. Site Collections
 - d. What, if any, problems or dissatisfaction have you experienced with SharePoint?
 - e. On a scale from 1 to 5 where 1 represents "None" and 5 represents "Expert", can you please indicate what SharePoint skills you currently have in house in terms of:
 - i. SharePoint Infrastructure, Administration and Maintenance
 - ii. Information Architecture Design and Implementation
 - iii. Content Ownership and Authorship
 - iv. PowerShell, JavaScript and C# Development

Response:

- a. FW currently uses SP on-premises and SP Online for collaboration portals, document and content management, and intranet pages.
- b. FW does not currently have any licenses for 3rd-party products. Please see responses to questions #18, #19, #22, #23, 39 and #100.
- c. Please see responses to questions #38 and #71 for number of users and #9 for site collections.
- d. The existing SP environments have been isolated in their use. There is an opportunity to build a more positive perception of SP through communications, training and change management during the project.
- e. FW SP in house skills are as follows:

<u>Skill</u>	<u>Rate</u>
SP Infrastructure, Administration and Maintenance	1
Information Architecture Design and Implementation	1
Content Ownership and Authorship	3
PowerShell, JavaScript and C# Development	1

75. Regarding the migration from SharePoint Services (WSS) 2.0 to SharePoint Online:
- a. Do you already own any SharePoint migration products and if so, which ones?
 - b. Does the current solution include:
 - i. Farm-level Solutions; if so, please provide details

- ii. Any customizations that involve custom code (e.g. C#, custom web parts, etc.); if yes, please indicate:
 - 1. If the source code is under source control (e.g. Team Foundation Server)
 - 2. Will internal staff be responsible for remediation, as needed, related to any custom components?
- iii. 3rd party Web parts that selected vendor be responsible for installing in new solution?
 - 1. If so, which web parts and are they SharePoint Online compatible?
 - 2. Is the chosen vendor expected to upgrade these components to the latest version?
- iv. Third Party Products (e.g. Scan/Capture, Digital Signatures); please list all 3rd party products.
- v. Remote Blob Storage?
- vi. Integration to any systems that are external to SharePoint?
- vii. MySites and to what extent have they been customized?

Response:

- a. No.
- b.
 - i. No.
 - ii. No.
 - 1. N/A (Not Applicable)
 - 2. N/A
 - iii. Such Solution elements have not been predetermined/prescribed. No third-party components or web parts exist in the current SharePoint Online environment or in the WSS 2.0 environment. Offeror is expected to propose any required technical components as part of Solution elements and offer appropriate analysis and rationale. FW prefers to minimize complexity, maintenance overhead, and risk of incompatibility in the Solution environment.
 - 1. N/A
 - 2. N/A
 - iv. N/A. Please see responses to questions #18, #19, #22, #23, 39 and #100.
 - v. N/A
 - vi. Integrations were summarized in the RFP. For example, integration with Exchange Online is external to SharePoint but nevertheless expected as part of the Solution elements as part of Office 365. See also responses to questions #15 and #16 which discuss the integration of AD with SAP, and response to question #78.
 - vii. MySites are not in use and have not been customized. See also responses to questions #15 and #16 which discuss the integration of AD with SAP.

76. Workflow is listed as a requirement in several places throughout the RFP; regarding your requirements for workflow:

- a. Are the required workflows limited to the out of the box SharePoint workflows (e.g. Collect Feedback) or do they include process workflows to automate line of business functions?
- b. If process workflows are within scope:
 - i. Can we assume that the workflows are very simple in nature?
 - ii. Do you anticipate that the required workflows can be addressed with using SharePoint's built-in workflow capability or SharePoint Designer?
 - iii. How many workflows are required?
 - iv. If you have them, can you please provide flow diagrams for each workflow to be developed as part of the initial scope of work?

Response:

- a. Workflows are not in scope for the initial RFP Solution. FW expects that future phases will include automated forms and workflows as indicated in the RFP sections 1.2.1 Business Goals and 2.6 Future Roadmap Discovery. Please see response to question #73.

77. Regarding the "migration of content from the current intranet site (<http://FWCAWeb>)":
- a. Is it acceptable to develop a methodology and train content owners to migrate static HTML pages themselves or is the chosen vendor expected to migrate this content?
 - b. How many pages need to be migrated?

Response:

- a. FW is agreeable to including an assumption that the existing static textual HTML page content will be migrated by content owners on the condition that robust training is provided, Offeror provides on-going support of the migration and confirmation that content is migrated accurately. Content including documents linked from the HTML pages must be migrated and will require Offeror to manage and support that effort and validate the integrity of the Solution. Refer to RFP section 2.4.5 Content Strategy and 2.5.3 Migration. Please see response to question #101.
- b. There are approximately 35 pages in the current Intranet site with the assumption that existing and new static textual content will need to be incorporated into the new Solution.

78. Regarding the requirements for system integration (e.g. SAP, ESRI, etc.):
- a. What systems require integration from SharePoint Online?
 - b. What level of integration is anticipated (e.g. hyperlinks only, document-level integration, unidirectional/read only, bidirectional data updates, functional integration)?
 - c. What is the min, max, and average number of fields of data that need to be accessible in SharePoint?

Response:

- a. Please refer to questions #15, #16 and 75 b. iv.
- b. The Solution for the RFP includes system integration as in question #78 a., legacy hyperlinks, and unidirectional/read only. FW anticipates that future phases will include bidirectional data updates and functional integration.
- c. The system integration fields of data to be accessible in SP will be determined during the Solution discovery. However, FW anticipates a minimum of twelve (12) fields from SAP for the user profiles.

79. Regarding the requirement stated as "Identify records retention needs and requirements":
- a. Can you please provide details about your retention and disposition policies and/or provide us your detailed File Plan including:
 - Records series title and description
 - Location and medium (e.g. paper or electronic)
 - Disposition authority (i.e. legal actions taken when records are no longer needed to conduct agency business)
 - The official retention schedule

Response:

The RFP Solution is focused on understanding SP capabilities. Refer to RFP section 2.6 Future Roadmap Discovery and the Records Management Assessment activity. At this time providing FW policy could mislead Offerors of our intent and unintentionally expand scope of Solution.

80. Regarding the requirement stated as "Analytics of user access and usage of pages, links and documents":
- a. Do you anticipate that SharePoint's out of the box analytics will satisfy your requirements?
 - b. Can you please provide additional information and/or use cases for this requirement?

Response:

FW intends to utilize out of the box analytics to maximum effect for these purposes. Offerors are expected to demonstrate the business value of the out of the box analytics addressing the business scenarios in the RFP or others that may fit FW's needs. One such use case is for site search optimization – what are users searching for but not obtaining their expected results? This can inform content development and/or metadata management, search tuning, or other needed actions. In general, at this time, informing content management and metadata management activities are a key theme with regard to the analytics functionality, but with time and practice other themes may emerge as well (e.g., navigation, architecture).

81. How many stakeholders (e.g. Marketing, IT, Department leads) will need to be consulted for detailed requirements related to the implementation of the intranet (e.g. page layouts, what web parts go on pages, etc.)?

Response:

FW anticipates the stakeholders consulted will be dependent on the area of discussion. For example:

Intranet Home: Two (2) stakeholders will be the site owners of the Home Page. They will be consulted with but the Governance Committee (10) will approve the page layout and comps.

Intranet Division and Department: Fifteen (15) stakeholders identified for the Core Team to represent the Division and Departments will be consulted. The Governance Committee will approve the page layouts.

Private Sites (Collaboration; Project; Team): Twenty (20) stakeholders identified for the Core Team to represent the Division and Departments and the site owners of existing sites will be consulted. With the less structured and strict governance, only key decisions will be escalated to the Governance Committee.

Architecture/ Metadata: Thirty-five (35) stakeholders identified for the Core Team and Content Coordinators will be consulted. FW anticipates some decisions to be escalated to the Governance Committee.

Etc.

82. For typical SharePoint tasks such creating Pages, Lists, List Views, etc., is it acceptable to provide a train the trainer/power user approach to accommodate the requirements in the Technical and Business Requirements spreadsheets?

Response: This will depend on the task and/or requirement. FW is open to a train the trainer approach if requirements and assumptions are defined so there are clear and agreed upon expectations.

83. Regarding your vision for training, please rank the following:

- a. On a scale from 1 to 5 where 1 represents an onsite comprehensive instructor-led training solution with labs and workbooks (i.e. highest cost) and 5 represents basic, solution-specific training that is delivered remotely (i.e. lowest cost), what represents your vision of training for the following audiences? Administrators; Power Users/ Content Owners; End Users
- b. If onsite training is desired, how many students can your training room accommodate?

Response:

- a. Please see responses to questions #67 and #87.

Audience	Score	Approximate # of Students
Administrators	3	10
Power Users/ Content Owners	2	40
End Users	4	450

b. FW has an onsite training room with 15 student seats (15 Dell WYSE units) and 2 Instructor seats (1 Dell WYSE unit).

84. What is your vision for post implementation support in terms of anticipated number of hours per month and for how many months?

Response: FW expects a robust and solid Solution to be delivered. FW anticipates Offeror support for the initial Solution for 3-6 months to address enhancements and defects, while Offeror works in parallel on the next phase of FW's multi-phased approach over multiple years to meet short and long-term business objectives on the SP Online platform.

85. Can the "letter from an independent auditor attesting to the financial stability of the Offeror" be provided upon shortlist or award?

Response: No. It needs to be provided with the proposal submission.

86. As an environmentally-friendly / Green company, we strive to reduce our consumption of paper; to that end, can respondents submit proposals electronically via email in lieu of hardcopy proposals?

Response: No.

87. From the RFP, it appears that you are open to the work being done remotely. Can you please confirm what percentage of the work can be done remotely (some or all or a percentage)?

Response: As indicated in the RFP section 2.7.3 Project Organization and Staffing, Offeror staff are expected to be onsite for significant project milestones, requirements workshops, user acceptance testing, deliverables, and ad hoc meetings. Please see responses for questions #34, #67, and #83.

88. We have multiple locations in the US and outside the country. Can we use a blend of resources within and outside the US to perform this work or should all resources be located within the US?

Response: Offeror to determine their appropriate staffing structure. Offeror should refer to RFP section 2.7.3 Project Organization and Staffing, Offeror staff are expected to be onsite for significant project milestones, requirements workshops, user acceptance testing, deliverables, and ad hoc meetings. In addition, at a minimum staffing should align to requirements stated in the RFP section 4.6 Proposal Submittal element IV. Project Organization and Staffing key roles require US Citizenship or legal residency. FW to evaluate offers proposed staffing structure based on the criteria in the RFP.

89. Even if some of the work is done remotely, there may still be need for travel to Fairfax to meet with the FW team. Can we charge for travel outside of the labor charges?

Response: Offeror should include all expected expenses and assumptions in their proposal worksheet. Refer to Appendix H Pricing Workbook on the 1 – Pricing worksheet.

90. Are you looking for a fixed price for each of the phases or can we give you the labor rate and anticipated hours for each of the phases?

Response: Offeror to provide fixed fee “not to exceed” by each Task/Item and associated assumptions. Refer to the Task/Item list in Appendix H Pricing Workbook on the 1 – Pricing worksheet.

91. In Appendix H, on the tab “Rate Card”, is the “Total Hourly Rate” inclusive of the Burden and Profit? It is not clear as to what you are trying to gather with these two columns. Please amplify. If this is a fixed price project and not a T&M project, can we skip the Burden and Profit columns?

Response: The RFP Solution is a fixed fee “not to exceed” by each Task/Item. The Rate Card is intended to provide a break out detail of the fully burdened rate for each role. The Burden and Profit columns must be completed.

The “1 – Pricing” worksheet is for the RFP Solution pricing, while the “2 – Rate Card” worksheet is intended for future phases and additional work.

92. Do you have a timeframe within which this project needs to be completed?

Response: FW’s goal is to have the RFP Solution go live late in Q2 2018. Please see responses to questions #41 and #95.

93. The effort for content migration portion of the project will be determined by the complexity of the current content (e.g. how much customization has been done, number of web parts and so on). Can we now give you an approach for the content migration and give an estimate after the discovery phase? Any other estimation at this stage will be only a wild guess work unless you can provide more detailed analysis of the content that needs to be migrated.

Response: FW understands the challenge of establishing an estimate without completing the discovery activities. It is not an option to separate the discovery phase from the implementation phase.

Offerors are encouraged to determine an estimate based on the RFP scoped Solution and communicate their assumptions. The assumptions should include applying expertise in establishing a content strategy around content guidelines and volume. In addition, the responses to the questions within this addendum provide clarity on the complexity of the customizations. Refer to RFP section 2.4.5 Content Strategy and 2.5.3 Migration on the content strategy and other content deliverables.

Please see response to question #77.

94. If we have additional questions based on your response, would we an opportunity to ask follow up questions? We appreciate what you have shared and it is very detailed and comprehensive. But depending on whether you need a fixed price or T&M, we may need additional data points to submit an appropriate submission.

Response: We do not have an additional round of questions. There will be negotiations for those Offerors so selected.

95. Does FW have an expected schedule or timeline for the Solution implementation?

Response: FW's goal is to have the RFP Solution go live late in Q2 2018. Please see responses to questions #41 and #92.

96. Does the current FW SharePoint Online instance include AD synchronization?

Response: Please see response to question #31.

97. How many employees does FW currently have on staff?

Response: 435

98. RFP 4.3 indicates that an electronic Copy of the Proposal be delivered on a SharePoint site which can be accessed by FW. Is it expected that this will be a site hosted by the offeror and shared to a specific user or users at FW?

Response: Hosted by the Offeror.

99. RFP 4.6. III Solution Experience – Item #1 states, "Number of continuous and recent years supporting or executing similar solutions (minimum of 15 years)". Will FW accept companies that have been in business less than 15 years, if they have been focused on SharePoint based intranet solutions for their entire existence and they meet all other requirements?

Response: The minimum 15 years is not mandatory but preferred. FW will accept such companies' proposals and FW will evaluate based on experience.

100. Does FW have existing licenses for any third party software that can be used for SharePoint migrations, such as Metalogix, AvePoint, Sharegate, etc.?

Response: No. Please see responses to questions #18, #19, #22, #23, #39 and #100.

101. What role will FW staff take in managing the migration implementation, specifically as it relates to access to the automated migration tool as mentioned on page 19 of the RFP?

Response: As mentioned on page 19, RFP section 2.4.5 Content under the activity “Migration Plan” the Offeror should define the roles/responsibilities of FW staff. Offerors who have assumptions that the FW staff will have access to the automated migration tool should plan to provide proper access and training as indicated in the same section under the “Prepare for Existing SharePoint Migration” and “Prepare for Existing Intranet Migration” activities. Offeror should also refer to RFP section 2.5.3 Migration, FW outlines expectations of the Offeror to manage the migration activities.

102. Does FW intend to procure a contractor under a firm fixed price (FFP) contract – OR – will the award be a labor hour / time & materials contract?

Response: The RFP Solution is a fixed fee “not to exceed” by each Task/Item. Please see response to question #90.

103. Can you please explain the purpose and relationship between the first pricing workbook (1 - Pricing) and the second workbook (2 – Rate Card)?

Response: The purpose of the “1 – Pricing” worksheet is for the RFP Solution pricing, while the purpose of “2 – Rate Card” worksheet is intended providing a breakdown of the labor resource costs in the “1 – Pricing” worksheet (i.e. ‘Non-Reoccurring Costs/ Scoped Solution Costs’ tasks/items) and for future phases and additional work.

Offeror’s “1- Pricing” worksheet’s ‘Non-Reoccurring Costs/ Scoped Solution Costs’ should only include labor resource costs. These costs should align with the “2- Rate Card” total costs.

104. Should the hours and costs entered on the “2 – Rate Card” workbook in Attachment H sum to the total amount listed on the “1 – Pricing” workbook, under “Scoped Solution Costs”? If not, then what do the hours in the “2 – Rate Card” workbook represent?

Response: Yes, the 1- Pricing Non-Reoccurring Costs/ Scoped Solution Costs should only include labor resource costs and align with the 2- Rate Card total costs.

In addition, the number of hours proposed on the Gantt chart (refer to RFP section 4.6.3 Proposal Submittal elements IV. Implementation Plan and Methodology Question #2) and Appendix H - Pricing Workbook’s 1- Pricing (Non-Reoccurring Costs/ Scoped Solution Costs) and the 2 – Rate Card’s total hours and costs should align.

No other questions were received.

RFP MODIFICATIONS

The following provision is hereby added and attachment enclosed:

IV – Proposal Requirements, 4.6 Proposal Submittal Elements,

IX EXCEPTIONS TO FW'S GENERAL TERMS AND CONDITIONS

Identify any exceptions to the FW's General Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the FW's General Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

No other modifications were made to the RFP.

RFP 17-79 – SharePoint – Intranet Architecture and Content Migration

Acknowledgement

Acknowledge your receipt of, and compliance with, this Addendum by either signing the attached acknowledgement, or referencing its receipt and your compliance, in your proposal.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM # 1

I certify that the information contained in the proposal submitted on behalf of the below named firm incorporates any and all changes to the original specification. I further certify by my signature below, that I am fully authorized to acknowledge receipt of the above addendum and also bind the below named firm to the terms, conditions and specifications of the RFP and any changes thereto made by this addendum.

ACKNOWLEDGED BY:

FOR: _____
Company Name

Date

Signature of Authorized Agent

Printed/typed name

Title

RFP 17-79 – Addendum 1 – Attachment 1 – Agreement

DRAFT AGREEMENT

THE FOLLOWING IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN FAIRFAX WATER (“FW”) AND THE SUCCESSFUL OFFEROR (“CONTRACTOR”), WITH INCOMPLETE INFORMATION TO BE ADDED BASED UPON THE FINAL NEGOTIATIONS BETWEEN FW AND THE SUCCESSFUL OFFEROR. OFFERORS WHO PROPOSE TO USE ADDITIONAL OR MODIFIED LANGUAGE MUST INCLUDE SUCH LANGUAGE WITH THEIR PROPOSAL OR THEY WILL NOT SUBSEQUENTLY BE CONSIDERED. NON-NEGOTIABLE, MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW ARE INDICATED BY AN ASTERISK (“*”).

FAIRFAX COUNTY WATER AUTHORITY
PROCUREMENT DEPARTMENT
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VA 22031

AGREEMENT NO.

THIS AGREEMENT is made and entered into by and between Fairfax County Water Authority (“FW”) and _____ (“Contractor”) a [Insert Name of State] [Corporation, General Partnership, Limited Liability Company, etc.] authorized to do business in the Commonwealth of Virginia, and is effective as of the date executed by FW.

FW and the Contractor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

This Agreement,
Exhibit A – Scope of Work,
Exhibit B – Pricing,
Exhibit C – ,
Exhibit D – FW Nondisclosure and Data Security Agreement (Contractor),
Exhibit E – FW Nondisclosure and Data Security Agreement (Individual),
Exhibit F – Virtual Private Work Policy, and
Exhibit G – Exemplar Escrow Agreement
Exhibit H – RFP/IFB & Subsequent Addenda, if any
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 FW and the Contractor. FW and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or the “Agreement.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to _____. The Contract Documents set forth the minimum work estimated by FW and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost and expense, to provide the specific services set forth in the Contract Documents and all other services reasonably necessary in order 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 further defined in Exhibit A.

3. CONTRACT TERM

TO BE NEGOTIATED: The term of this Agreement shall commence upon the date of execution of the Agreement by FW and, unless terminated earlier in accordance herewith, shall be completed no later than INSERT END DATE/DAYS thereafter, (such period, subject to any modifications as provided for in the Contract Documents, referred to herein as the "Contract Term"). No Work shall be deemed complete until it is accepted by the "Project Officer" (as defined in paragraph 7 below).

4. CONTRACT AMOUNT

TO BE NEGOTIATED: FW will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B – Pricing for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified on Exhibit B (such amount, subject to modification in accordance with this Agreement, referred to herein as the "Contract Amount").

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U/PPI/ECI

TO BE NEGOTIATED: The Contract unit price(s) shall remain firm until DATE ("Price Adjustment Date"). To request a price adjustment, the Contractor or FW must submit a written request to the other party not less than 60 days prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the _____ of each year of the Contract.

If the Contractor and FW do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, FW may in its sole discretion terminate the Contract. Any contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

6. PAYMENT

The Contractor will be paid monthly upon its submission of a completed written invoice, satisfactory to the Project Officer, that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. FW will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on the estimate of the percentage of the total work under each Task completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of FW's Purchase Order pursuant to which shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

7. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of FW's Project Officer ("Project Officer") who shall be appointed by the Division Director of FW's Division or Department requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

FW may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by FW and the Contractor and providing an agreed amount of compensation due. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by FW and the Contractor and a FW purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit ___ and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by FW and the Contractor, and a Purchase Order is issued by FW covering the expected cost of such services.

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

10. ESCROW OF SOURCE CODE

The Contractor shall, within fifteen (15) days of its execution of this Contract, provide evidence that it has deposited a copy of the source code of the licensed program software with an escrow agent acceptable to FW. Documentation provided to the escrow agent must obligate the escrow agent to make a copy of the source code available to FW as described below. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program software.

In the event any proceeding in receivership, liquidation, bankruptcy, or insolvency is commenced against the Contractor or if the Contractor makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as an ongoing concern, or seeks any arrangement of compromise within its creditors under any statute or otherwise, or is otherwise in breach of this Contract, FW will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of the source code from the escrow agent. FW agrees that it will only use the copy of the source code internally to support the licensed program software. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in a form delivered to it by the Contractor, to be delivered to FW within five (5) days when one or more of the events listed above occurs. If a copy of the source code is released by the escrow agent to FW, FW contemporaneously receives a perpetual paid-up license to the source code, with free and clear title, interest, ownership, and possession of all configurations and site specific source code. The escrow agreement shall generally conform to Exhibit___.

11. SOFTWARE LICENSE TERMS

Any software license to be executed by FW with the Contractor shall contain the following terms:

A. LICENSE GRANT

In connection with the transfer of possession of the software package provided pursuant to this Contract, the Contractor hereby grants to FW a non-exclusive perpetual license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package.

B. OWNERSHIP

The Contractor will provide FW with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to FW.

FW agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of FW without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in a single-user computer system.

FW agrees not to reverse compile or disassemble the Software.

FW agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

C. COPYING RIGHTS

FW may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but FW will include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and FW agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

D. TERM

The term of this license agreement is for as long as FW uses the Software for its intended purpose. This license may be terminated by FW without further liability upon thirty (30) days prior written notice. The Contractor may terminate this license if FW is in default of any of the terms and conditions of this Agreement, and termination is effective if FW fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

E. SOFTWARE WARRANTY AND MAINTENANCE

The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Contract remains effective.

12. HARDWARE WARRANTY AND MAINTENANCE

The Contractor represents and warrants that all goods provided by it to FW pursuant to this Contract, will be new, free from defects in material and workmanship, and will conform to, and comply, function, and perform in accordance with the requirements and specifications, and that the Contractor will make all necessary adjustments, repairs, and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. The Contractor further warrants that each product furnished pursuant to this Contract will perform such general and specific operations and have such general and specific

characteristics as described and claimed for them in any of the Contractor's published literature, descriptions, and specifications whether or not such literature, descriptions, and specifications are included or referenced by a purchase order or this Contract.

All warranties shall survive inspection, acceptance, and payment, as long as this Contract remains in effect, and FW is current in its payments for on-going support services.

FW may, without notice to the Contractor, and at FW's sole option, connect to the hardware purchased pursuant to this Contract any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. The Contractor shall promptly disclose upon FW's request, subject to confidentiality, trade secret and non-competition agreements, the technical specifications for any given interface point of the _____. FW shall accurately and fully advise the Contractor, in writing, at least thirty (30) days before FW intends to connect either a new class of hardware or any hardware that will be directly connected to the CPU, and the Contractor shall have the right to inspect, at its own cost, the specifications and installation of any such new equipment. In the event that the Contractor is required to perform maintenance services on the ___ because of damage to the ___ resulting from the attachment of such equipment, the reasonable and necessary hours that the Contractor expends shall be billed to FW at the then-current standard hourly maintenance rates.

13. REIMBURSABLE EXPENSES

TO BE NEGOTIATED: No expenses except those identified on Exhibit ___ of this Contract as project-related expenses will be reimbursed if incurred without the prior written approval of FW and the issuance of a FW purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to FW on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project related expenses shall not exceed the amount shown in Exhibit ___.

14. REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by FW for employees of firms outside this area, FW's policy for reimbursement of travel-related expenses will be as follows:

Meals: FW will reimburse a Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate not to exceed \$XX.00 or the individual meal rates not to exceed of \$X.00 for breakfast, \$XX.00 for lunch, and \$XX.00 for dinner. Receipts are required.

Lodging: FW will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the Work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for FW, including a spouse, FW will reimburse a contractor for no more than the cost of a single room.

Transportation:

General

Reservations shall be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by FW to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to \$X.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains written approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel

Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

- a) Alcoholic beverages
- b) Personal phone calls
- c) Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
- d) Personal expenses (i.e. laundry, valet, haircuts)
- e) Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
- f) Auto repairs, maintenance and insurance costs for personal vehicles
- g) Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
- h) If FW adopts different rates for its employees, the adopted rates shall prevail.

15. *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 FW for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from FW attributable to the Work performed by the subcontractor under this Contract; or
- b) Notify FW 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 FW 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 FW. 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.

16. *NON-APPROPRIATION

All funds for payments by FW to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation of funds by FW 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, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current calendar year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and FW shall not be obligated under this Contract beyond the date of termination specified in FW's written notice.

17. FAIRFAX WATER PURCHASE ORDER REQUIREMENT

FW purchases are authorized only if a FW 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. FW will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by FW's Procurement Manager. If the Contractor provides goods or services without a signed FW Purchase Order, it does so at its own risk and expense.

18. PROJECT STAFF

FW will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If FW reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to FW in a timely manner and at no additional cost to FW. 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.

19. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at FW's site or remotely as determined by the FW Project officer, shall be subject to a FW standard background check, including a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check that is acceptable to FW. Prior to commencing Work related to this Agreement, such employee or subcontractor shall sign the documents set forth in Exhibit ____ .

20. SUPERVISION BY CONTRACTOR

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

21. *EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably

necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

22. *EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

23. *DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by FW in accordance with the Virginia Public Procurement Act, 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.

24. TERMINATION FOR BREACH BY THE CONTRACTOR

The Contract shall remain in force for the Contract Term and until FW determines that all of the following requirements and conditions have been satisfactorily met: FW 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, FW 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 FW in its discretion.

If FW determines that the Contractor has failed to perform satisfactorily, then FW 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 FW 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 FW Project Officer within fifteen (15) days after the expiration of the Cure Period. FW 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 FW terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from FW to the Contractor (unless FW 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 FW for all costs incurred by FW after the effective date of termination, including costs required to be expended by FW 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 FW upon demand by FW. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to FW, and FW shall be entitled to recover, all damages to which FW 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 FW to the Contractor under the Contract and all attorney fees and costs incurred by FW to enforce any provision of this Contract.

Except as otherwise directed by FW 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.

25. TERMINATION FOR THE CONVENIENCE OF FW

The performance of work under this Contract may be terminated by the FW Procurement Manager in whole or in part whenever the Procurement Manager shall determine that such termination is in FW'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 FW prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

Upon 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 FW; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

26. INDEMNIFICATION (NOTE: Virginia law does not permit FW to indemnify others; cross indemnity provisions are not acceptable to FW)

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify FW, and all of its elected and appointed officials, officers, current and former employees (collectively "FW" for purposes of this section) from and against any and all claims made by third parties or by FW 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 FW, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse FW for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by FW and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask work, trademark, industrial property, and trade secret rights) of third parties are infringed or in any manner involved in or related to the Equipment, System, Licensed Software, source code, documentation, or services provided hereunder.

The Contractor shall pay all copyright, patent or other royalties, licenses, or fees, if any, in respect of the use of the software or System. The Contractor shall defend, at its expense, any action or claim brought against FW to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the Equipment, System, Licensed Software, source code, documentation, or services (or any part thereof) infringes any third party's intellectual property rights (including copyright, patent, mask work, trademark, industrial property, and trade secret rights) or breaches any third party's contract or quasi-contract rights, and the Contractor shall pay any and all costs (including but not limited to fines, penalties, license fees, court costs, attorney's fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by FW in respect of any such action. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by FW, the Contractor fails to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse FW for any and all expenses, including but not limited to, attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by FW and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract.

In addition, and without obviating the Contractor's responsibilities set forth above, if the Equipment, System, Licensed Software, source code, documentation, or services (or any part thereof) becomes or in the Contractor's opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, the Contractor may, at its expense and option, with prior written notice of agreement by FW, do one of the following:

- a) modify the Equipment, System, Licensed Software, source code, documentation, or services so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the foregoing;
- b) procure for FW the right to continue to use the Equipment, System, Licensed Software, source code, documentation, or services;
- c) substitute for the relevant Equipment, System, Licensed Software, source code, documentation, or services other equipment, software, or materials having a capability equivalent to the replaced Equipment, System, Licensed Software, source code, documentation, or services at no further expense to FW.

The Contractor shall have no liability respecting any claim of infringement or breach as aforesaid based entirely upon the combination, operation or use of the Equipment or Licensed Software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor's specifications and instructions.

28. INTELLECTUAL PROPERTY DEVELOPED PURSUANT TO CONTRACT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to FW all right, title and interest, including the sole exclusive and complete patent, copyright, trade secret, or other intellectual property right or interest, in any and all works created pursuant to this Contract and capable of patent, copyright, trade secret, or other intellectual property protection. The Contractor further agrees to execute such documents and undertake such actions as FW may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to FW 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 paragraph.

The use of subcontractors or third parties in developing or creating input into any materials capable of patent, copyright, trade secret, or other intellectual property protection and produced as a part of this Contract is prohibited unless FW 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.

29. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose FW'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 FW's request for services under this Contract, are the exclusive property of FW ("Record" or "Records"). All such Records are subject to the assignment provisions of paragraph 28 above and shall be provided to and/or returned to FW 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 FW. Additionally, the Contractor agrees that the Records are "FW Information" as set forth in paragraph 30 below, that the Records are subject to the provisions of paragraph 30 below, and that 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 FW's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at FW's request, shall destroy all computer records created as a result of FW'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.

30. DATA SECURITY AND PROTECTION

The Contractor shall hold FW Information in the strictest confidence and comply with all applicable FW 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 FW Information received from, created or maintained on behalf of FW and strictly control access to FW Information. For purposes of this provision, and as more fully described in this Contract and FW's Non-Disclosure and Data Security Agreement ("NDA"), "FW Information" (also referred to as "FW 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, registration, tax or assessment records, information related to public safety, FW networked resources, and FW databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- a) FW'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 FW facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to FW networked resources, application systems or databases under this Contract. Copies of the signed NDAs shall be available to the FW Project Officer upon request.
- b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to FW Information and FW networked resources shall not occur in an unauthorized manner. Use of FW 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 FW Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- c) Data Protection. Without limiting any of the Contractor's obligations with respect to the non-disclosure and protection of FW Information, the Contractor agrees that it will protect FW Information using at least the applicable standards established by the National Institute of Standards and Technology, specifically, NIST Special Publication 800-171 (with FW Information being treated and secured, at a minimum, as Controlled Unclassified Information). Also without limiting any of the Contractor's obligations with respect to the non-disclosure and protection of FW Information, the Contractor agrees that it will protect FW Information using at least the applicable state and local standards, including but not limited to Va. Code §§ 59.1-442 – 59.1-444 (the Virginia Personal Information Privacy Act), Massachusetts 201 CMR 17.00 (Standards for the Protection of Personal Information of Residents of the Commonwealth), as well as the applicable standards in the Payment Card Industry Data Security Standard (PCI DSS). In any event, the Contractor shall protect FW Information at least as rigorously as it protects its own valuable trade secrets and confidential information. The Contractor shall provide to FW a copy of its data security policy and procedures for securing FW Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if

requested by FW, on an annual basis, results of an internal Information Security Risk Assessment provided by a qualified independent 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 FW Information to any third party without the express written authorization of the FW's Chief Information 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 FW Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store FW Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by FW's Chief Information Officer or designee. The downloading of FW Information onto laptops or any other portable storage medium is prohibited without the express written authorization of FW's Chief Information 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 FW Information to FW unless FW requests that such data be destroyed. This provision shall also apply to all FW 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 Contract and shall certify completion of this task, in writing, to the FW Project Officer and FW Chief Information Officer.
- g) Notification of Security Incidents. The Contractor agrees to notify the FW Chief Information Officer and FW Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of FW Information.
- h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire paragraph 30 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 FW Information and a copy of their disaster recovery plan/s.

31. *VIRGINIA FREEDOM OF INFORMATION ACT

The parties understand and agree that FW is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq, the Virginia Freedom of Information Act ("VFOIA"). All public records in FW's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply, but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the FW Project Officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify FW from any claim or suit that may arise as a result of the withholding of records. The FW Project Officer shall make available to the Contractor any VFOIA request which the Project Officer reasonably believes the Contractor may have an interest in.

32. *ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Virginia law, as well as any 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.

33. *FAIRFAX WATER EMPLOYEES

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

34. FORCE MAJEURE

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

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

35. *AUTHORITY TO TRANSACT BUSINESS

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

36. *RELATION TO FAIRFAX WATER

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 FW. FW will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. FW 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, FW will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by FW for its employees.

37. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to FW 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 FW under this Contract.

38. REPORT STANDARDS

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

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

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

39. AUDIT

The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each calendar year (December 31), but no later than October 15 of each such year, and shall forward to FW the findings of such audit in whole, including the management letter or other ancillary audit components, and permit FW to make such review of the records of the Contractor as may be deemed necessary by FW to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to FW at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. FW or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term and for a period of five (5) years thereafter. If the Contractor wishes to destroy or dispose of records (including confidential records to which FW does not have ready access) within five (5) years after final payment, the Contractor shall notify FW at least thirty (30) days prior to such disposal, and if FW objects, shall not dispose of the records.

40. ASSIGNMENT

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

41. AMENDMENTS

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

42. *DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to FW's General Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the General Manager in the event of a contractual dispute is fifteen (15) days. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, General Manager, or a court, as the case may be.

43. *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 Fairfax 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.

44. 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.

45. NONEXCLUSIVITY OF REMEDIES

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

46. 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.

47. 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.

48. *NO WAIVER OF SOVEREIGN IMMUNITY

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

49. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically states 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 FAIRFAX WATER; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY DEVELOPED PURSUANT TO CONTRACT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION AND DATA SECURITY.

50. HEADINGS

The paragraph and 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.

51. AMBIGUITIES

Each party has 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.

52. NOTICES

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

TO THE CONTRACTOR:

TO FAIRFAX WATER:

_____, Project Officer

AND

Donald R. Legg, CPPO, Procurement Manager
Fairfax Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

53. *NON-DISCRIMINATION NOTICE

FW does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS

The Contractor shall provide to the FW Procurement Manager 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 FW. The minimum insurance coverage shall be:

- a) Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. FW will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b) Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c) Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d) The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e) Insurance Against Intellectual Property Infringement – AMOUNTS TO BE NEGOTIATED.
- f) Additional Insured - Fairfax Water, 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.
- g) Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the FW Procurement Manager immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify FW 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 FW 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.

- h) 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.
- i) 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. FW 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, FW 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 FW.

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

No acceptance or approval of any insurance by FW 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 FW 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 FW. 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.

55. *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 FW websites, or FW's presence on other third-party website, the Contractor shall perform such work in compliance with the Americans with Disabilities Act of 1990 (ADA).

56. *HIPAA COMPLIANCE (NOTE: It must be determined if this section is applicable; if so, a business associate agreement must be completed before a purchase order will be issued or a contract executed)

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business

Associate pursuant and will be required to execute a Fairfax Water Business Associate Agreement. If the Contractor engages a subcontractor or subcontractors in the performance of Work under this Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. §164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of the Contractor under Fairfax Water's Business Associate Agreement and in a form approved by FW. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify FW for any and all loss, damages, liability, exposure, or costs resulting therefrom.

57. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold FW 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.

WITNESS these signatures:

FAIRFAX COUNTY WATER AUTHORITY

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

NAME: CHARLES MURRAY
TITLE: GENERAL MANAGER

DATE: _____

AUTHORIZED
SIGNATURE: _____

NAME AND
TITLE: _____

DATE: _____

AGREEMENT NO.
EXHIBIT A

SCOPE OF WORK

AGREEMENT NO.
EXHIBIT B

PRICING

AGREEMENT NO.
EXHIBIT __

EXEMPLAR ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW

So long as the license described in the parties' Agreement is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, _____ (Licensor) and FW (Licensee) agree that a copy of all source code material necessary to maintain all software and materials licensed thereunder, including but not limited to documentation, shall be placed in escrow as described herein. Furthermore, _____ will pay to list FW on the escrow policy for one (1) year from the signing of this Agreement; thereafter FW may elect to continue on the policy for as long as FW maintains a license to the software, and FW pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to FW at the address listed herein:

- A. The escrow agent shall be (NAME, ADDRESS, CITY, STATE, ZIP) ("Escrow Agent"). In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of serving as escrow agent or ceases to act as escrow agent, the parties shall agree upon a new escrow agent and shall issue demands to _____ to deliver the escrow material to such newly designated escrow agent.
- B. Source code material, including but not limited to documentation, shall be released to FW by the Escrow Agent or its successor as escrow agent upon the occurrence of the following event(s):
 - 1. If any proceeding in receivership, liquidation or insolvency is commenced against _____ and the same be not dismissed within sixty days,
 - 2. If _____ makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise or
 - 3. If _____ becomes incapable of supporting or maintaining, or refuses to or maintain, the software.
- C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent or its successor escrow agent with written notice and opportunity to object given to _____. The Escrow Agent shall have five (5) calendar days to release the escrowed software or source code and/or documents, including but not limited to documentation, or to advise FW in writing of the existence of a conflicting demand.
- D. Should FW elect to continue on the escrow policy, cost for annual renewal shall be approximately US \$_____ for the first year renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to FW of not more than five percent (5%) or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS

Verification of escrowed materials shall be by certified letter from the Escrow Agent or its successor escrow agent to FW stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION

In the event that the software, source code, or documentation supplied to FW pursuant to the above-described license is enhanced or modified, _____ agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this Escrow Agreement and the Contract.

IV. CONFLICTING DEMANDS

In the event that the parties to this Escrow Agreement at any time give the Escrow Agent or its successor escrow agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent or its successor escrow agent is unable to resolve the conflict within ten (10) days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL

In the event that the material escrowed hereunder is released to FW, said materials shall nevertheless remain the property of _____, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. FW agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. FW agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

AGREEMENT NO.
EXHIBIT _____

**NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of _____ ("Contractor"), hereby agrees that the Contractor will hold Fairfax County Water Authority ("FW") 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 FW, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that FW shares with Contractor for testing, support, conversion or other services provided under FW Agreement No. (the "Project" or "FW Agreement" as applicable) or which may be accessed through other FW owned or controlled databases (all of the above collectively referred to herein as "information" or "FW Information").

In addition to the DATA SECURITY obligations set in the FW Agreement, the Contractor agrees that it will maintain the privacy and security of the FW Information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to FW 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 "FW Information").

The Contractor also agrees 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. The 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. The Contractor shall coordinate closely with the FW 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 FW networked resources.

The 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 FW's physical facility, if working onsite, without written authorization of the FW 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.

The Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by FW, and connected to the FW network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. The 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 FW approved device. Downloading onto a personally owned device is prohibited. The Contractor agrees that it will notify the FW 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 Contract, FW policy, the Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with FW 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.

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 FW information. Breach of any of the above conditions by the 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 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 FW 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 FW information and FW 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 FW Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent FW Contract requirement, law, regulation or provision shall control.

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

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

AGREEMENT NO.
EXHIBIT _____

**NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)**

I, the undersigned, agree that I will hold FW 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 FW, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that FW shares with my employer or prime contractor for testing, support, conversion or the provision of other services under FW Agreement No. (the "Project" or "FW Agreement", as applicable) or which may be accessed through FW owned or controlled databases (all of the above collectively referred to herein as "information" or "FW information").

I agree that I will maintain the privacy and security of FW information and I will not divulge or allow or facilitate access to FW information for any purpose or by anyone unless expressly authorized to do so by the FW 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 "FW 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 FW information only to the extent concomitant with my assigned duties on the Project and only in accordance with FW'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 FW's physical facility without written authorization of the FW 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 FW 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 FW Project Officer and then only onto an FW-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the FW 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, FW policy, my employer's security system or any other breach of Project protocols. I will fully cooperate with FW 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 FW information and FW 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 FW Agreement or any local, state or federal law, regulation or provision, the more stringent FW Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all FW information to the FW 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