



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

CONTRACT AWARD COVERPAGE

TO: TELEVATE, LLC	DATE ISSUED: APRIL 12, 2022
1934 OLD GALLOWS ROAD, SUITE 350	CONTRACT NO: 22-CPHD-RFP-500
VIENNA, VIRGINIA 22182	CONTRACT TITLE: BROADBAND STUDY

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-CPHD-RFP-500 including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 12, 2022
EXPIRES: JUNE 30, 2023
RENEWALS: NONE
COMMODITY CODE(S): 91812, 96129, 91846
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 22-CPHD-RFP-500

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

<u>VENDOR CONTACT:</u> RICK BURKE	<u>VENDOR TEL. NO.:</u> (703) 639-4201
<u>EMAIL ADDRESS:</u> RBURKE@TELEVATE.COM	
<u>COUNTY CONTACT:</u> JENNIFER SKOW (CPHD)	<u>COUNTY TEL. NO.:</u> (703) 228-3536
<u>COUNTY CONTACT EMAIL:</u> JSKOW@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title: Procurement Officer Date: April 12, 2022



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

AGREEMENT NO. 22-CPHD-RFP-500

THIS AGREEMENT is made, on 4/12/2022, between **Televate, LLC**, 1934 Old Gallows Road, Suite 350, Vienna, VA 22182 ("Contractor"), a Commonwealth of Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit E – Connect Arlington Nondisclosure Agreement
- Exhibit F – Contractor COVID-19 Vaccination Certification
- Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is conduct a broadband study. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on April 10, 2022. All work defined in Exhibit A, must be completed no later than June 30, 2023. No work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and at the prices shown in Exhibit B, but no more than \$315,201 for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

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

7. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

8. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with

another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

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

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g., pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g., laundry, valet, haircuts)
5. Personal travel insurance (e.g., life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

9. * PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after 14 days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

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

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

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

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

18. *SEXUAL HARASSMENT POLICY

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

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits G). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

20. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

23. COPYRIGHT

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

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

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

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs. The County has sole ownership of the data collected in the Project. The County grants the Contractor and its subcontractor (Strategic Networks Group, Inc.) a nonexclusive, paid up, perpetual, irrevocable license to use the assessment and survey data and supporting information that it develops in the course of the Agreement. No title or other rights are conveyed by this Agreement other than those specifically listed here.

Information that is considered private or confidential (such as personal identity information) will be removed prior to sharing data with the County, in accordance with the Contractor's privacy and confidentiality policies, as stated and represented in the assessment survey, as well as applicable privacy legislation. Each Party shall comply with all applicable statutes and regulations protecting the privacy of residents and businesses in the storage and use of data in its respective jurisdiction.

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

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

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

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

25. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and

availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable

storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

26. * ETHICS IN PUBLIC CONTRACTING

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

27. * COUNTY EMPLOYEES

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

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. * AUTHORITY TO TRANSACT BUSINESS

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

30. * RELATION TO COUNTY

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

31. ANTITRUST

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

32. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

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

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

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

37. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

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

42. SEVERABILITY

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

43. * ATTORNEY'S FEES

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

44. SURVIVAL OF TERMS

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

45. HEADINGS

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

46. AMBIGUITIES

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

47. NOTICES

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

TO THE CONTRACTOR:

A. Richard Burke, Managing Partner
1934 Old Gallows Road, Suite 350
Vienna, VA 22182
Phone: 703-639-4201
Email: rburke@televate.com

TO THE COUNTY:

Jennifer Skow, Project Officer
Research and Strategic Initiatives Group
Department of Community Planning, Housing and Development
2100 Clarendon Blvd., Suite 700
Arlington, VA 22201
Phone : (703) 228-3536
Email : jskow@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

48. ARLINGTON COUNTY BUSINESS LICENSES

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

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

51. ACCESSIBILITY OF WEB SITE

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

52. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other

means of facilitating communications with people who have speech, hearing or vision impairments.

- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

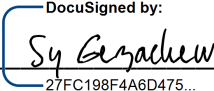
54. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TELEVATE, LLC.

AUTHORIZED SIGNATURE: 
NAME: Sy Gezachew
TITLE: PROCUREMENT OFFICER
DATE: 4/12/2022


AUTHORIZED SIGNATURE: 
NAME: A. Richard Burke
TITLE: Managing Partner
DATE: 4/12/2022

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Televate, LLC (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-CPHD-RFP-500 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

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

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

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

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the

County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

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

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

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

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

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


Authorized Signature:  _____
DocuSigned by:
B042DD86EB384BF...
Printed Name and Title: A. Richard Burke Imaging Partner
Date: 4/12/2022

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 22-CPHD-RFP-500 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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


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

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

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

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

Signed:  _____
Printed Name: A. Richard Burke _____
Date: 4/12/2022 _____

Witnessed:
Contractor’s Project Manager: _____
Printed Name: _____
Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT A
SCOPE OF WORK

The scope of work to be performed by the consultant is as follows:

Element 1. Resource Evaluation and Needs Assessment

- 1.1 Assess current and future needs of broadband for businesses, organizations, anchor institutions, and households throughout Arlington. The analysis should present disaggregated data by household and demographic information (e.g., race/ethnicity, income, age, education), where appropriate, and include the nature and extent of digital needs (e.g., access, adoption, affordability, internet quality, digital literacy, and device needs).
- 1.2 Assess the population at various levels of unserved/underserved, including but not limited to: households and businesses with no access, households and businesses with access to service but no adoption, cost-burdened residents and businesses, and current service measured against appropriate benchmarks, such as the U.S. Department of Treasury's Interim Final Rule definition of underserved and project benchmark of broadband speed of 100Mbps symmetrical or greater (or another appropriate benchmark). The assessment should present findings by household and demographic data.
- 1.3 Apply [Arlington's Racial Equity Assessment](#) to the analysis: Who benefits? Who's burdened? Who's missing? How do we know? What did/do we do?
- 1.4 Define affordable broadband internet service and incorporate into needs assessment and evaluation of unserved/underserved population.
- 1.5 Identify targeted broadband speeds to meet the existing and future needs of the County, categorized by household and business size.
- 1.6 Provide an overview of incumbent internet service providers, including their services, achievable speeds, pricing plans and what customers actually pay, customer service levels/quality, utilization rate across providers, and any known deployment plans. Assess whether the available speeds meet targets identified in 1.5. Consider the availability of incumbents in areas where there may be a concentration of unserved/underserved. Evaluate incumbent information with building characteristics (e.g., single-family homes, multifamily, affordable housing property, commercial).
- 1.7 Assess the utilization rate of low-income internet service programs and barriers to accessing those programs.
- 1.8 Assess the scale and nature of landlords who have exclusive contracts with internet service providers.
- 1.9 Inventory publicly and privately sponsored digital inclusion resources (e.g., available devices, digital literacy programming).
- 1.10 Map relevant information at the lowest possible geography (e.g., block group, census tract, property level) using ArcGIS.
- 1.11 Evaluate local, state, and federal policies/programs directly or indirectly related to broadband development and digital equity and assess the extent to which these policies/programs foster broadband investment/access in Arlington (or whether they impede it).
- 1.12 Evaluate past/current digital equity research referenced in the background section and incorporate into the needs assessment where relevant.

Element 2. Model Evaluation

- 2.1 BACKGROUND: Arlington County recognizes that a variety of policy and broadband implementation models exist and wishes to better understand the options most suitable to the County's context and needs. More specifically, the County is interested in the following:
- 2.1.1 County-built infrastructure with network and service management provided by a Wireless Service Authority, as allowed per Virginia State law.
 - 2.1.2 Offloading full-scale network and service management outside of County and APS facilities to a third party.
 - 2.1.3 Other partnerships that lower cost and encourage private sector investment, including open access network, land use controls, and financial incentives.
 - 2.1.4 Financial subsidies to underserved populations to offset user costs with a private internet service provider.
 - 2.1.5 Other models suggested by the consultant.
- 2.2 Develop a structured evaluation of the models described in Section 2.1. At a minimum, the County anticipates the following considerations:
- 2.2.1 The model's ability to meet the County's needs based upon the assessment completed in Element 1.
 - 2.2.2 The appropriate scale to implement the model (e.g., Countywide, across affordable housing portfolio, underserved populations) and whether the model could/should be scaled more broadly in the future.
 - 2.2.3 The possibility of leveraging Arlington County's middle-mile network, ConnectArlington. Recommendations, however, do not need to include ConnectArlington if not a viable solution.
 - 2.2.4 Appropriate technologies given Arlington's infrastructure and building stock and the technology's ability to meet broadband speed goals.
 - 2.2.5 Risk and benefit considerations.
 - 2.2.6 Order of magnitude costs, including capital, maintenance, and operating. This may involve completing high-level engineering or financial analysis.
 - 2.2.7 Implementation considerations, including staffing resources, ownership structure, phasing strategies, partnerships, and financing options. Considerations should include the model's long-term sustainability.
 - 2.2.8 Any policy changes needed (within the County's control) to realize the model.

Element 3. Strategic Recommendations

The consultant will prepare a short-list of strategic recommendations and proposed actions to ensure reliable, affordable broadband for the community's needs and to further the County's [digital equity goals](#). Recommendations and proposed actions will be used administratively by staff, at the discretion of the County Manager, and may be used to inform future evaluation or to guide an implementation framework. All recommendations and proposed actions should be supported by the needs assessment or model evaluation, and should document policy changes, partnerships, staffing resources, and funding needed. The consultant also should note whether any recommendations or proposed actions co-exist or are mutually supported by one another. The recommendations should include at a minimum:

- 3.1 Propose the most appropriate internet delivery model(s) for Arlington County that addresses broadband needs. Discuss how the proposed model(s) will position the County to ensure the

community has reliable, affordable internet, now and for years to come, and to further Arlington's [Digital Equity goals](#).

- 3.2 Provide at least three detailed case studies of models similar to the model(s) proposed in 3.1 from communities that are relevant in size and complexity to Arlington. Describe how the models are most relevant to Arlington's digital equity goals. Consider the importance of failures that may prove informative.
- 3.3 Note other useful strategic recommendations and actions, including but not limited to, digital inclusion resources and digital equity, housing development policy, construction standards, land use controls, County governance related to broadband, and any additional analysis needed prior to implementation.
- 3.4 Organize the recommendations and proposed actions based upon short-term (less than 3 years), mid-term (3-5 years), and longer-term (more than 5 years) goals.

Element 4. Optional Additional Scope of Work

- 4.1 To supplement the online-based survey, deploy a mail-based and/or physical component to the e-Household and e-Business checkup survey to include residents and businesses without internet access.
 - 4.1.1 Prepare the survey to be printed.
 - 4.1.2 Coordinate with the County and key stakeholders to identify key distribution/collection locations or targeted mailing locations. This could occur after preliminary results from the online survey inform the need for alternative forms of outreach to improve participation.
 - 4.1.3 Manually enter physical data survey responses into e-Household and e-Business survey tool.
- 4.2 To supplement the English and Spanish versions of the survey, include three additional commonly spoken languages: Amharic, Arabic, and Mongolian.
 - 4.2.1 Translate survey into Amharic, Arabic, and Mongolian and coordinate final product with key stakeholders/native speakers.
 - 4.2.2 Use County resources and key stakeholders to identify targeted geographic areas to disseminate the survey. Coordinate survey promotion with stakeholders/ County on key online platforms.
 - 4.2.3 Collaborate with key stakeholder groups to raise awareness and assist residents with completing the survey.
- 4.3 After the County determines a long-term infrastructure solution and internet service approach, assist the County with the development of a Request for Information and/or Request for Proposal to select appropriate partners.
 - 4.3.1 Prepare the technical portions of a request for proposal (RFP) or request for information (RFI) that the County could issue to identify a construction vendor or an internet service partner. The RFP/RFI should define requirements, parameters, and expectations for the engineering, construction, and/or services of the planned solution, depending upon the study's findings. The document should also include evaluation criteria, including a scoring matrix.
 - 4.3.2 Review all proposals with the County's Selection Advisory Committee, offer an analysis of their strengths and weaknesses, and make recommendations regarding which respondents merit consideration and further negotiation.

- 4.3.3 As necessary, offer suggestions for the technical elements of the finalist negotiations and final contract between the County and the selected partner.

Element 5. Project Deliverables

- 5.1 Written reports: Develop a visually appealing and detailed written report for each of Elements 1-3 (needs assessment, model evaluation, and strategic recommendations). A first draft of each report will be reviewed by staff and other relevant stakeholders prior to publishing.
- 5.2 Oral Presentations: Present a summary of findings and key takeaways for each project element to staff and relevant stakeholders as directed by the Project Manager. The consultant may be required to present at commission meetings and to the County Board. As of June 2021, Arlington County Board meetings are currently held in person; however, commission meetings continue to operate in a virtual environment. Most presentations for this project are anticipated to be virtual, though the final presentation may be completed in person.
- 5.3 Data Collection Methodology: For any community or stakeholder engagement proposed, develop methodology, detailing who will be engaged and how. Any community surveys proposed should include a minimum English and Spanish version and be statistically valid from a representative sample of Arlington's population. Methodology should consider information needed to thoroughly answer [Arlington's racial equity assessment questions](#). Engagement methodology, questions, and other related aspects will be approved by the County's Project Manager prior to release.
- 5.4 Model Evaluation Framework: Develop an evaluation framework to support completing Element 2. This framework will document the internet delivery models that will be evaluated and outline the evaluation components and methodology. The framework will be approved by the County's Project Manager prior to commencing analysis.
- 5.5 Map Shapefiles: Provide the County with any produced shapefile(s) to be used in the County's ArcGIS mapping system.
- 5.6 Project Communication: Provide biweekly updates on progress during the work period, via either email or phone calls to the Project Manager and/or workgroup.

EXHIBIT B



5 Project Cost

The Televate-SNG team will leverage our prior work and experience in broadband planning, research, stakeholder outreach and survey, digital inclusion and equity, design, and project management, together with our world-class tools and methods, to gather data and insights specific to unserved/underserved broadband systems within Arlington County. The following project cost table reflects the Arlington County broadband study project as described in our proposal and includes all professional labor, travel, and other project-related expenses.

Table 1: Televate-SNG team Proposed Arlington County Broadband Study Cost Table

Project Task	Rick Burke hours (\$212)	Joe Ros hours (\$212)	Michael Curri hours (\$212)	Ron Seager hours (\$175)	Steve Sidore hours (\$175)	Deb Watts hours (\$175)	Gary Dunmore hours (\$175)	Omna Solomon hours (\$159)	Andrew Bates hours (\$159)	Elizabeth Herring hours (\$100)	Expenses	Cost
Data Collection Methodology (4.3)	12	4	30	0	0	12	3	0	52.5	16	\$0	\$22,325
Survey Release	10	6	36	0	0	15	3	0	63	16	\$2,952	\$28,743
Element 1 (Remainder)	103.5	62.25	82.5	36	11	98	29	57	119	179.75	\$3,800	\$131,938
Model Evaluation Framework (4.4)	12	8	0	0	0	0	0	20	0	16	\$0	\$9,020
Element 2 (Remainder)	84.25	51.625	21.25	79.5	24.5	7	0	75	21	78.875	\$0	\$76,337
Element 3	35.25	20.625	27.25	4.5	1.5	13	0	33	21	30.875	\$0	\$33,071
Element 4 (Remainder)	16	8	8	3	1	5	2	12	0	24	\$750	\$13,767
Total Project	273	160.5	205	123	38	150	37	197	276.5	361.5	\$7,502	\$315,201

The Televate-SNG team cost proposal is based on our Professional Rate fee schedule (see Appendix B for the rate schedule). The professional rates are the basis of our cost proposal, and any optional work will be proposed at these hourly rates.

5.1 Proposed Payment Schedule

The following proposed payment milestones are aligned with the project deliverables and major tasks.

Payment Milestone	Associated Deliverable Item
Data Collection Methodology Report	Approval of the Data Collection Methodology
Survey Release	Completion of and release of the community survey
Element 1	Approval of the Element 1 report
Model Evaluation Framework	Approval of the Model Evaluation Framework
Element 2	Approval of the Element 2 report
Element 3	Approval of the Element 3 report
Element 4	Completion of all deliverable items, including the final report and oral presentation



Televate-SNG Team Professional Rate Schedule (appendix B)

The following Professional Labor rate schedule details the Televate-SNG hourly rate schedule for various labor categories. These rates form the basis of our proposal cost proposal and would be leveraged for additional work that the County may request our team to support.

Professional Labor Category	Hourly Rate
Partner/Program Director/Principal/Senior Project Manager	\$212.00
Subject Matter Expert	\$186.00
Senior Consultant	\$175.00
Senior Engineer	\$159.00
Consultant/Design Engineer	\$136.00
Geographic Information System Specialist	\$125.00
Project Coordinator/System Analyst/Technical Writer	\$100.00
Administrative Coordinator	\$60.00

Fee Schedule for Element 4 - Optional

When Arlington County and the Televate team determined that one or more of the tasks are needed, a more defined scope and schedule impact will be identified. Tasks under Element 4 will adhere to the following hourly rates per hour.

Table 1: Televate Fee Schedule

Professional Labor Category	Hourly Rate
Partner/Program Director/Principal / SME II	\$212.00
Subject Matter Expert	\$186.00
Senior Project Manager/Senior Consultant	\$175.00
Senior Engineer	\$159.00
Consultant/Design Engineer	\$136.00
Geographic Information System Specialist	\$135.00
Project Coordinator/System Analyst/Technical Writer	\$100.00
Administrative Coordinator	\$60.00

EXHIBIT E
CONNECT ARLINGTON NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into this 4/12/2022 by and between The County Board of Arlington County, Virginia ("County") and Televate, LLC. (each referred to herein as a "Party" and collectively as the "Parties").

1. Disclosure. The Parties or their respective Affiliates intend to engage in discussions concerning a potential business transaction and may in the future engage in discussions concerning other transactions (each a "Proposed Transaction"). In connection therewith, the Parties or their respective Affiliates may disclose to each other technical, financial and/or other information, material, or data which is written, oral or in any other form, electronic or otherwise which is considered confidential and proprietary. An "Affiliate" shall mean any entity which controls, which is controlled by, or which is under common control with a Party.

2. Confidential Information. "Confidential Information" means any information owned or disclosed by or on behalf of a Party or any of its Affiliates (the "Disclosing Party") (a) that is marked as confidential, proprietary, or with a similar legend; (b) that is otherwise confirmed to be confidential or proprietary; or (c) that the Party or its Affiliate receiving the information (the "Receiving Party") should reasonably believe to be confidential based upon its content, including, without limitation, any customer information, materials, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and any other non-public information, material or data relating to the past, current and/or future business and operations of the Disclosing Party. Confidential Information shall include any analyses, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on Confidential Information (collectively, "Studies").

3. Public Information. Notwithstanding any other provision of this Agreement, information shall not be, or shall cease to be, Confidential Information hereunder: (a) if such information is known to the Receiving Party, without restriction, prior to disclosure thereof by the Disclosing Party, as demonstrated by written records in existence at the time of disclosure; (b) after such information is published or becomes available to others, without restriction and without breach of this Agreement by the Receiving Party; (c) after such information becomes available to the Receiving Party from others who are not in breach of any obligation to hold such information in confidence (to the best of the Receiving Party's knowledge, after reasonable inquiry); or (d) if such information is developed by the Receiving Party independent of any disclosure of such information by the Disclosing Party and without any use of the Confidential Information of the Disclosing Party, as demonstrated by written records created at the time of such independent development; (e) information subject to disclosure under the Virginia Freedom of Information Act, provided no explicit exemption applies; (f) information required to be release as part of a subpoena or Court Order, in the event the Disclosing Party does not intervene to protect the information as outlined in Section 4, below.

4. Non-disclosure Obligation. Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party agrees (a) not to disclose, or permit its Affiliates to disclose, Confidential Information, or the existence of this Agreement and/or the discussions relating to the Proposed Transaction; (b) to use the same degree of care and diligence to protect Confidential Information from disclosure to others as the Receiving Party employs or should reasonably employ to so protect its own information of like confidence (but in no event

less than reasonable care); (c) not to use, reproduce or copy the Confidential Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Transaction; (d) to immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information by the Receiving Party; and (e) to immediately return the Confidential Information to the Disclosing Party upon written request. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to such of the Receiving Party's Affiliates or the employees, consultants, legal and tax advisers, and agents of the Receiving Party or its Affiliates (each a "Receiving Party Representative") which the Receiving Party reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Transaction, provided such Receiving Party Representative is informed of this Agreement and agrees to be bound by the terms hereof, and the Receiving Party uses best efforts to cause the Receiving Party Representative to observe the terms of this Agreement. The Receiving Party agrees that a breach of this Agreement by a Receiving Party Representative shall constitute a breach of this Agreement by the Receiving Party. In the event that the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Information, the Receiving Party agrees that it will provide the Disclosing Party with prompt notice of such requirement to enable the Disclosing Party to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Information, and in the event such protection is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party agrees that it will disclose only that portion of the Confidential Information which it is legally required to disclose.


5. No Additional Rights. Unless otherwise agreed in writing, the Receiving Party shall not have any rights or obligations respecting the Confidential Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement, and unless otherwise agreed in writing: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Disclosing Party; and (b) neither Party shall be obligated to disclose information to the other Party or to enter into any further agreements relating to the Proposed Transaction or any information. Unless otherwise agreed in writing, a Party and its Affiliates may terminate discussions regarding the Proposed Transaction at any time. The Receiving Party's obligations under this Agreement respecting the Confidential Information shall survive termination of such discussions. The Disclosing Party shall have no right to review, copy or otherwise access the Studies prepared by the Receiving Party.

6. Disposition of Confidential Information. The Receiving Party shall, upon written request of the Disclosing Party, either, at the Disclosing Party's election, (a) return to the Disclosing Party all Confidential Information (other than the Studies), including all copies thereof; or (b) destroy all Confidential Information (including the Studies) and provide the Disclosing Party with written certification thereof.

7. Injunctive Relief. Each Party acknowledges and agrees that the unauthorized disclosure of the Confidential Information by the Receiving Party may cause irreparable harm to the Disclosing Party. As a result thereof, in addition to any other remedies available, the Disclosing Party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce the Receiving Party's obligations hereunder.

8. Export Laws. The Parties acknowledge that the export laws of the United States may apply to the export of information disclosed hereunder outside of the United States, and each Party shall be solely responsible for compliance therewith.

9. Other Provisions. The Parties further agree that, unless otherwise agreed in writing: (a) this Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of laws thereof; (b) this Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both Parties; (c) a Party may waive any rights under this Agreement only by written waiver duly signed by such Party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (d) the rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party and any such attempt shall be void, and this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) no provision of this Agreement shall affect, limit or restrict either Party's right to engage in any business in any place and at any time, whatsoever, provided the Receiving Party does not use, reproduce, copy or disclose the Confidential Information in violation of this Agreement; (f) EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE CONFIDENTIAL INFORMATION IT DISCLOSES HEREUNDER, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NON-INFRINGEMENT THEREOF; (g) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (h) all notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a Party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such Party set forth below; (i) this Agreement may be executed in counterparts; and (j) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

Signed:  _____
B042DD86EB384BF...
Printed Name: A. Richard Burke _____
Date: 4/12/2022 _____