

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

NOTICE OF AWARD OF CONTRACT

TO: Columbia Telecommunications Corp. DATE ISSUED: 07/11/2016
10613 Concord St.
Kensington, MD 20895
CURRENT CONTRACT NO: 16-397-R
CONTRACT TITLE: Engineering Consulting Services
PRIOR CONTRACT NO: N/A

The contract term covered by this Notice of Award is effective 07/01/2016 and expires on 06/30/2017.

This is the 1 year award notice of a possible 5 year contract.

The contract documents consist of the terms and conditions of Agreement No. 16-397-R, including any exhibits, attached or amendments thereto.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Heather D. Mills TELEPHONE NO.: 301-933-1488
X11
VENDOR PAYMENT TERMS: NET 30 DAYS EMAIL ADDRESS: hmills@ctcnet.
us
COUNTY CONTACT: Mark Levine TELEPHONE NO.: 703-228-4786
EMAIL ADDRESS: mlevine@arling
tonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION


Robert W. Jenkins, CPPB
Assistant Purchasing Agent

07/11/16
Date

VENDOR: 1
BID FOLDER: 2

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

AGREEMENT NO. 16-397-R

THIS AGREEMENT is made, on the date of execution by the County, between Columbia Telecommunications Corporation, 10613 Concord St., Kensington, MD 20895 ("Contractor") a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. 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 (Montgomery County Contract # 1035679), Exhibit B (Nondisclosure and Data Security Agreement for firms) and Exhibit C (Nondisclosure and Data Security Agreement for individuals) (collectively, "Contract Documents" or "Contract").

This Agreement rides a procurement and contract conducted by Montgomery County, MD. The Contractor desires to conduct the same services for the County and has agreed to extend the original pricing (as listed in Attachment A of Montgomery County Contract # 1035679) as the Contractor's agreement with Prince William County, VA.

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

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

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" (Attachment A), the primary purpose of the Work is engineering consulting, review, inspections, testing, assessment and related engineering and administrative support services in connection with communications and cable video systems, as well as other telecommunications networks. 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

The Work will commence on July 01, 2016 and must be completed no later than June 30, 2017 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award,

authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 01, 2017 to June 30, 2021 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section in Attachment A 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 Attachment 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 Attachment A unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

Prices shall remain firm for the first two years. All price adjustments are subject to Montgomery County terms, approval and adoption. The County is under no obligation to provide an adjustment if Montgomery County has not approved the increased rate.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

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

9. PAYMENT OF SUBCONTRACTORS

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the

purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

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

11. NON-APPROPRIATION

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

12. 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. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. 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.

16. 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, national origin, age or 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.

17. 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.

18. 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.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the

standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, as defined above, 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 AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive 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 willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to 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 (Attachment B and C) 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 the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data 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. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, 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 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, proposals 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 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

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 AND RETURN OF RECORDS; 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:
Heather D. Mills, Director of Operations
10613 Concord Street
Kensington, MD 20895

TO THE COUNTY:
Mark Levine, Project Officer
2100 Clarendon Blvd., Ste 600
Arlington County, VA 22201

AND

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

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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 \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named 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.
- b. 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.
- c. 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.
- d. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

COLUMBIA TELECOMMUNICATIONS CORPORATION

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

 NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: Joanne S. Davis, President

DATE: 07/11/16

DATE: 6-26-16

CONTRACT #1035679

This Contract is made and entered into by and between Montgomery County, Maryland (hereinafter referred to as the "County"), and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, (hereinafter referred to as the "Contractor").

BACKGROUND

Montgomery County has a need for engineering consulting, review, inspections, testing, assessment and related engineering and administrative support services in connection with communications and cable video systems, as well as other telecommunications networks, to ensure that all design, construction and operation of these systems and networks meet County needs, accepted engineering and construction practices, and comply with applicable ordinances, laws, and agreements. To that end, the County issued Request for Proposals # 1035679, Telecommunications Engineering Consulting Services (the "RFP").

The Contractor submitted a proposal in response to the RFP and this Contract was awarded to the Contractor in accordance with the RFP.

ARTICLE I

SCOPE OF SERVICES

The Contractor must provide the following services in response to the County's requests for services, which will be requested via a Task Order issued to the Contractor

A. Telecommunication Engineering Consulting

The County's telecommunications engineering consulting needs may include consulting services regarding fiber optic communications systems, cable television and video systems, high-speed broadband voice, video and data telecommunications, traffic management systems and wireless communications. The Contractor must provide qualified professional engineering and operational staff to provide consulting services, under the direction of a licensed professional engineer, in areas including but not limited to:

1. Design, configuration, and testing of telecommunications equipment and network infrastructure in the voice, video and data media types, including:
 - a. Coordinating with the County to design extensions, upgrades, and modifications to FiberNet (fiber optic cable) that take into consideration the existing and planned fiber network, as well as varying acceptable-use policies for that fiber, including Institutional Network fiber conditions of the applicable cable television franchises and the open-access award conditions associated with federal grant funding.
 - b. Creating project plans with staging and milestones.

- c. Defining and obtaining County approval on engineering design principles in accordance with any applicable funding requirements.
 - d. Reviewing existing infrastructure with County staff, obtaining County approval for top-level design, and project phasing.
 - e. Performing field verification and preparing documentation of all sites and routings.
 - f. Designing aerial facilities on new or existing County attachments.
 - g. Designing new County underground fiber facilities.
 - h. Designing fiber in existing County underground facilities.
 - i. Creating detailed drawings illustrating placement of all fiber, slack storage, splice cases, pedestals, and necessary hardware on new routes.
 - j. Preparing permitting drawings and documentation.
 - k. Participating in make-ready walkout, as necessary.
 - l. Redesigning the fiber route as necessary based on the outcome of make-ready walkout.
 - m. Creating CAD drawings compatible with GIS.
 - n. Engineering the County fiber and fiber splicing.
 - o. Designing and engineering the fiber facility entry and termination at each site.
 - p. The Contractor must supply personnel who are experienced in the design of fiber optic cable in aerial, buried, underground, and inside environments. The Contractor's professional team must be led by a licensed Professional Engineer with experience in fiber optic outside plant design, and experience in directing a fiber design team.
 - q. All work performed under this contract must comply with all applicable County, State of Maryland, National Electrical Code, and National Electric Safety Code standards as adopted in the County. Where applicable, the Contractor's engineering and design methods and techniques must be in accordance with the recommended practices and procedures published by leading industry trade associations.
2. Provide assistance with operation and management of the County's FiberNet systems, including but not limited to:
- a. Overseeing the work of sub-contractors for maintenance, repair, and construction of extensions or changes to FiberNet.
 - b. Large scale strategic planning for local government telecommunications, using in depth analysis in support including: collection of user needs, surveys of current practices and technologies used, and drafting planning documents.
 - c. Recommending cost savings or efficiency improvement measures related to joint use of FiberNet by internal and external County user agencies.

- d. Designing and/or preparing Internal building wiring schemes for installation of broadband coaxial, fiber optic, and PBX cables.
 - e. Reviewing, evaluating, and make recommendations regarding design, operation, and maintenance of the County's FiberNet systems.
 - f. Providing specifications for the procurement of equipment need for FiberNet systems. Types of equipment include but are not limited to:
 - Data, video, and voice interface, signal transmission, and signal reception equipment.
 - Electronic test and measurement equipment.
 - Coaxial and fiber optic cable.
 - Communication equipment.
 - g. The Contractor's personnel must be knowledgeable in all aspects of coaxial, fiber optic, microwave and satellite systems as they are used in the transmission of voice, data, and video signals via FiberNet system and any interconnection to cable systems used within the County.
 - h. Providing engineering analysis, design, and installation support for County's broadband networking needs, and for interconnection to regional networks, as follows:
 - 1. Designing and engineering local and wide area networks and interconnections to other wide area and metropolitan networks in the region in terms of physical (level 1), data link (level 2), and network (level 3) layers.
 - 2. Installing, configuring, and testing network routers and switches.
 - 3. Ensuring that both the local and wide area networks can transfer the required data in a secure and efficient manner.
 - 4. Implementing projects in accordance to design specifications and requirements as set by the County's contract manager.
 - 5. Obtaining any supplies or equipment incidental to technical consulting tasks, unless available at a better cost to the County via an existing contract on behalf of the County. Equipment and supplies obtained by the Contractor on behalf of the County may only be invoiced to the County at Contractor's cost with no mark-up.
3. Provide assistance with the regulation and technical review of franchised cable systems and enforcement of cable franchise technical requirements, including but not limited to:

- a. Reviewing, evaluating, and making recommendations regarding design, operation, and maintenance of franchised cable television systems within the County.
 - b. Performing assessments in support of evaluating Cable TV franchise applications and renewals for technical, public, education, and government broadcast facilities and institutional network needs of a local community.
 - c. Reviewing technical impacts of FCC regulations on provisions of cable TV franchises granted to providers by local governments, including:
 - 1. Reviewing new and revised system construction maps for franchise compliance and design consistent with standard engineering practices and appropriate rules, laws, standards, and regulations.
 - 2. Reviewing, evaluating and verifying the accuracy of the cable operators' system design and operational reports and making recommendations as may be appropriate.
 - 3. Evaluating technical aspects of proposed amendments or modifications to, or interpretations of, franchise agreements and making recommendations to the County concerning their effect on user satisfaction, signal quality, system operation and performance, and any related franchise requirements.
 - 4. Providing technical analysis, evaluation, and recommendations on new or additional proposals and requests submitted by franchise operators.
 - 5. Evaluating and making recommendations regarding proposed technical or operational system design changes and their effect on services.
 - 6. Providing technical support in compliance review or dispute resolution regarding interpretation of technical aspects of franchise requirements. Meeting with engineering technical staff of franchisees to evaluate compliance or to resolve disputes, ensuring that each franchise complies with technical requirements of the franchise agreement, providing reports to the County as requested and ensuring the County's interests are protected.
4. Provide public, education and government (PEG) access channel video engineering support, including but not limited to:
- a. Providing engineering consulting services to the County and to other PEG operators providing channels over cable systems franchised within the County, as authorized and directed by the Contract Administrator.

- b. Diagnosing, troubleshooting and recommending solutions concerning technical problems related to signal quality, audio and video signal origination and transmission, reception and equipment.
 - c. Analyzing, troubleshooting, diagnosing, and identifying the source(s) of operational or design problems and recommend solutions.
 - d. Performing coordination and liaison functions, as directed, between the PEG operators, the County, and the franchise entities.
 - e. Determining which federal regulations apply and making recommendations regarding technical standards as they pertain to PEG operations.
 - f. Evaluating and making recommendations regarding equipment format, system design, diagrams, and operational procedures.
 - g. Performing site surveys, preparing reports, and making recommendations regarding PEG production facility design, operations, and equipment.
 - h. Providing production engineering support.
 - i. Providing routine equipment maintenance for PEG operators.
 - j. Providing technical advice to County staff in determining when PEG operations do or do not meet Federal technical standards.
 - k. In conjunction with the County and the PEG operators, developing equipment specifications; providing advice, documentation, and information regarding PEG equipment procurement, installation, operation, and maintenance. Types of equipment include but are not limited to:
 - Video production
 - Post production
 - Signal transmission
 - Playback
5. Perform other related or similar tasks as requested by the County, including tasks performed for other agencies as directed by the County, including but not limited to:
- a. Reviewing inspection reports and test results. Identifying problems or trends in system performance based on findings and recommending appropriate improvement or corrective measures.
 - b. Developing, evaluating, and performing training for County employees in regards to criteria, specifications, techniques, methodologies, and applications for the installation, operation, and maintenance of system monitoring and communication facilities, equipment, and software.
 - c. Providing associated administrative clerical and technical support to record data, manage a database system and provide reports for documentation of the cable operator's performance.
 - d. Reviewing and commenting on FCC proceedings and/or federal and state legislation as it relates to FiberNet, the County's public safety communications systems and facilities regulated, managed, operated, or

used by the County. Advising the County regarding technical aspects of changing federal and state regulatory and legislative requirements as they may affect the County as a franchising authority and communications system operator.

- e. Making presentations and briefings before legislative and executive governmental bodies, civic groups, and cable operators. Attending meetings, as requested, both on-site and at remote locations as specified. Providing expert testimony as required.

B. Wireless Communications Engineering Support

In accordance with Chapter 2-58E of the County Code, the County has developed a process for radio and telecommunication carriers to site transmission facilities in the County and to speed deployment of services for residents while maintaining adequate public protection. The Contractor must provide a Tower Coordinator to implement this process and staff the Transmission Facilities Coordinating Group(TFCG). The Tower Coordinator is responsible for providing a centralized source for private providers, County agencies, and the public to obtain information regarding the County's tower siting process and the location and description of potential sites. The Contractor will be responsible for providing services including but not limited to:

1. Providing technical engineering support to the Tower Committee.
2. Providing staff to serve as the County's Tower Coordinator.
3. Serving as liaison between telecommunications service providers and land use agencies to assist in identification of sites for co-location, preparation, and submission of applications for tower sites.
4. Receiving applications from telecommunications service providers for siting of telecommunications facilities.
5. Processing the applications by assigning identification numbers and adding to the database.
6. Reviewing the applications for completeness and accuracy.
7. Working with the Department of Permitting Services to confirm the zoning of the site and obtain the zoning history for each application.
8. Determining whether the application should be considered "by-right" or requires special exception in accordance with County law.
9. Performing site visits of proposed tower siting locations, conducting physical inspections of surrounding areas to determine level of impact on adjacent property owners.
10. Conducting review of RF engineering elements related to an application to determine interpretation, emission, or siting conflict issues.

11. Providing recommendations of each siting request to the TFCG based on zoning standards, effect on land-owning agencies, and effect on present and future public safety telecommunications facilities and plans.
12. Coordinating with other County agencies for use of public property for telecommunications purposes.
13. Staffing the TFCG meetings in person, preparing and circulating documentation, presenting cases, taking minutes, and supervising the meeting in the absence of the committee Chair.
14. Maintaining a database of wireless telecommunications facilities in the County and pending applications, as well as existing structures of certain heights in all zones that could serve as potential sites for the placement of antennas or monopoles.
15. Serving as a technical resource to the Board of Appeals and other County agencies as needed.
16. Responding to requests for information from interested parties, including, but not limited to, individual homeowners, homeowner associations, or other community organizations.
17. Determining which federal regulations apply and make recommendations regarding technical standards, and applicability to local process and authority.
18. Maintaining records and files of TFCG applications, maps and related materials. The Contractor must be able to make these materials available for inspection in physical format or by electronic means upon request by the County.
19. Design and specify wireless communications systems for public users or public safety officers.

C. Cable System Construction Inspection and Performance Monitoring and Testing

As requested, the Contractor must routinely inspect new cable and telecommunication construction to ensure the systems are properly designed and constructed in accordance with standard engineering practices and relevant standards, laws and regulations. Such requested inspections must include aerial and underground constructions and subscriber premise installation work. The inspection services may include but are not limited to the following:

1. Providing qualified personnel appropriate to changing staff level requirements based on cable systems activity levels for daily, on-site monitoring of construction work in progress.
2. Monitoring the performance of work crews for compliance with permits issued for work in the public right-of-way and reporting violations to the County and the cable operator.
3. Providing estimates of project costs to local governments for telecommunication electronics and cabling infrastructure to determine budgetary needs for projects to implement such systems.

4. Conducting on-site inspection/re-inspection of physical plant construction to ensure it was performed in accordance with system design, good engineering practices, all applicable codes, laws, regulations, industry standards and franchise requirements. Inspections must be conducted in three phases – in-progress construction, post construction and re-inspection of repairs.
5. Conducting inspections, as requested, to respond to immediate violations of service-related problems.
6. Reporting construction problems to the cable operator for correction.
7. Providing the County with documentation of Inspection results such as measurement data, photos, and citations of violations to serve as a matter of record.
8. Providing the County and the cable operators with quarterly detailed reports, in a format approved by the County, documenting the franchisees' compliance or violation of all technical aspects of franchise. The Contractor must submit reports in electronic form in a format compatible with the County's computer system.
9. Providing periodic summary reports as required by the County.
10. Providing a sufficient number of qualified personnel to investigate subscriber or citizen complaints regarding system construction, premise wiring, picture/signal quality, equipment operation, etc. This includes meeting with cable subscribers and representatives of the cable company or others, and providing written documentation as directed by the County.
11. Updating and maintaining system level, power supply area, and street distribution system level design and construction maps and related lists and files provided by the cable operators.
12. Monitoring or performing different test procedures administered by the County or a cable system operator to verify that the service meets technical performance standards. Cable systems' activity levels may require the Contractor to change staffing requirements to meet testing and monitoring requirements. The County and/or the cable operator will provide equipment necessary to conduct all of the tests. Tests the Contractor may be required to conduct include but are not limited to the following:
 - a. FCC Proof-of-Performance Tests – semi-annual proof-of-performance tests must be conducted to evaluate the overall performance of the cable system to document the extent to which the system conforms with the technical standards of the Franchise Agreement and FCC regulations.
 - b. Monitor Tests – quarterly test to monitor operational performance and to ensure technical standards are maintained.
 - c. Hub Tests – must be performed semi-annually to ensure that the fiber links from the headend meet the performance criteria outlined in the franchise and that the back-up generators function properly. Both primary and secondary feeds are tested at the hubs which have redundant fiber feeds.

- d. Institutional Network Tests – test similar to those for the subscriber system must be performed annually to ensure system performance levels are maintained and properly adjusted.
- e. Activation Tests – each new area of completed/rebuilt subscriber system construction must be tested before the homes passed by the cable are released for marketing/service.

13. In performing the testing described in this Contract, the Contractor must:

- a. Provide personnel on-site who are qualified to conduct tests as required.
- b. Operate appropriate testing, inspection, and analytical software as necessary to perform required functions. This includes, but is not limited to, Focus Vlewer, cable depth measuring equipment, Wave/tech Stealth signal level meter, and spectrum analyzer.
- c. Conduct system performance tests, as required, to ensure that the system complies with County and FCC specifications.
- d. Conduct tests, as requested, to respond to immediate service-related problems.
- e. Review test results to assure compliance with all technical requirements and performance standards.
- f. Work with the cable operator to resolve any out-of-limit conditions needed to bring the system within specifications.
- g. Retest problem test points for all parameters.
- h. Provide reports, in a format approved by the County, documenting the franchisees' compliance with or violation of all technical aspects of franchise requirements.
- i. Advise the County of any necessary changes in testing and monitoring equipment.
- j. Recommend and implement, as authorized by the County, improvements to the testing process that enables the County to take advantage of technological advances in the industry.

ARTICLE II

METHOD OF ASSIGNMENT OF WORK

1. The Using Department from the County will provide the Contractor with a written Task Order containing the following: a summary of the terms and conditions of the work required; the required tasks, deliverables, timelines, and procedures; the maximum compensation amount payable for services provided pursuant to the task order (based on the labor categories and rates under this Contract); and verification that the County has encumbered funds for these services. The Contractor must not perform services and is not entitled to payment for any services until and unless the services are provided pursuant to a

task order issued by the County, and until the Office of Procurement executes a purchase order and the Using Department issues a written notice to proceed for that task order and reflecting the executed purchase order that encumbered the funds.

2. The Contract Administrator will designate personnel from the using department to oversee all work and to authorize payment for services performed in conjunction with the Task Order.

ARTICLE III COMPENSATION

1. Maximum compensation amount for each task will be determined by the Using Department, subject to annual fiscal appropriation, and specified on each Task Order. Compensation will be paid based on the rates listed in III.3. below.

2. The Contractor will be paid on a monthly basis upon submission by Contractor and approval by the County of an invoice in a format acceptable to the County. Separate invoices for each task order must be accompanied by supporting documentation and include the number of hours worked by each individual, any approved direct expenses to be reimbursed at cost with no mark up, and the total amount due for the billing period.

3. The County will pay the Contractor for services under the terms of this Contract that are ordered under a Task Order as described in Article II, Method of Assignment of Work and completed and accepted by the County at the following hourly rates:

Subject Matter Expert	\$200 per hour
Director of Engineering	\$175 per hour
Director of Business Consulting	\$175 per hour
Principal Engineer	\$158 per hour
Telecommunications Engineer III	\$145 per hour
Telecommunications Engineer II	\$130 per hour
Telecommunications Engineer I	\$115 per hour
Principal Analyst	\$165 per hour
Analyst III	\$145 per hour
Analyst II	\$130 per hour
Analyst I	\$115 per hour
Telecommunications Technician	\$95 per hour
Engineer Aide II	\$69 per hour
Engineer Aide I	\$58 per hour
Senior Inspector	\$80 per hour
Staff Inspector	\$70 per hour

4. The rates noted in paragraph III.3 above are all-inclusive of salaries, benefits, overhead and profit, etc.

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:

- Submitting in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- Approved or rejected by the Director, Office of Procurement or designee.
- May not be approved if the request exceeds the amount of annual percentage change of the Producer Price Index (PPI) for Engineering Services (i.e. design, analysis, and consulting) or if it exceeds a maximum of five (5) percent per year.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Effective sixty (60) days from the date of receipt of the Contractor's request.
- Executed by written contract amendment.

ARTICLE IV
TERM

July 1, 2012 b1

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The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the County must order all work begins upon the County's issuance of a Notice to Proceed and ends after a one-year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work and Task Orders Issued under this Contract. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term (4) times for one year each.

ARTICLE V
GENERAL CONDITIONS/INSURANCE

The provisions of the attached General Conditions of Contract between County and Contractor ("General Conditions") are incorporated by reference and made a part of, this contract as Attachment "A" except that "Insurance Requirements" described in Paragraph 21 of the General Conditions are superseded by the Insurance requirements set forth, Mandatory Insurance Requirements to the County's RFP #1035679 (Attachment B)

ARTICLE VI
PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made part of, this Contract, and are listed in order of legal precedence below in the event of any conflict in their terms: (1) this Contract document (2) the General Conditions of Contract Between County and Contractor (Attachment A) and Attachment F, Mandatory Insurance Requirements to the County's RFP #1035679 (Attachment B); (3) Metropolitan Washington Council of Governments Rider Clause (Attachment C) (4) The County's RFP #1035679 dated February 18, 2015 (Attachment D); and (5) the Contractor's Updated Pricing Dated June 2, 2016 (Attachment E); and (6) the Contractor's Proposal dated October 28, 2015 (Attachment F).

ARTICLE VII
CONTRACTOR STAFFING

Changes in County requested assignments might require the Contractor to change staffing requirements to meet engineering consulting requirements.

ARTICLE VIII
CONTRACT ADMINISTRATOR

The Director, Office of Procurement, is the County's delegating contracting officer. Therefore, the Director, Office of Procurement, has the sole authority to approve in writing, on behalf of the County, amendments, modifications, or changes to the terms, conditions, or minority, female and disabled subcontractor plans.

The contract administrator for this contract is Marjorie Williams, Cable & Broadband Manager, Department of Technology Services-Cable Office, whose contact information is below.

Marjorie L. Williams
Cable & Broadband Manager
Department of Technology Services
100 Maryland Av. Suite #250
Rockville, MD 20850
24D-777-3762
Marjorie.williams@montgomerycountymd.gov

The contract administrator's duties include, the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;

6. Furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Office of Procurement;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

Article IX Independent Contractor/Contractor Conduct

A. The personnel provided by the Contractor (hereinafter referred to as "Contractor's personnel") under this Contract are either employees of the Contractor or independent contractors and are therefore not be entitled to any benefits available to Montgomery County employees including, but not limited to: credit union membership; administrative leave; access to deferred compensation plans; affirmative action initiatives; personnel services; employee training; health insurance; paid time off; paid sick time; or, worker's compensation benefits.

B. The Contractor's personnel must not represent themselves as an employees of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel may be mistaken for a County employee, the Contractor's personnel must disclose that he/she is working under a County contract and that he/she is not a County employee. The Contractor's personnel must not set policies for the County or independently interpret County policies.

C. The Contractor's personnel are not entitled to the use of and must not use any County vehicles.

SIGNATURES

COLUMBIA TELECOMMUNICATIONS
CORPORATION
10613 CONCORD STREET
KENSINGTON, MD 20895

By: Joanne S. Hovis

Typed: Joanne S. Hovis

Title: President

Date: 6/17/2016

MONTGOMERY COUNTY, MARYLAND

By: Muhammad Khan

Cherri Branson, Director
Office of Procurement

Date: 6/24/16

RECOMMENDED:

By: H.N. Segal

H.N. Segal, Chief Information Officer

Date: 6-21-16

APPROVED AS TO FORM AND LEGALITY OFFICE
OF THE COUNTY ATTORNEY

By: Kimberly

Title: Paralegal

Date: 6/17/16

ATTACHMENT B

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

The undersigned, an authorized agent of the Contractor and on behalf of Columbia Telecommunications Corporation ("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. [REDACTED] (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 as appropriate; 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 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, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. 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, disaster recovery and 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: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT C

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

NOTE: Each individual utilized under this contract must sign and submit the following to the Arlington County Office of the Purchasing Agent

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. [REDACTED] (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 as appropriate; 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 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 or running the latest version of an industry-

standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. 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 and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT