



## ARLINGTON COUNTY, VIRGINIA

### **STANDARD FORM AGREEMENT No. 22-CMO-SLA-498**

**THIS AGREEMENT** ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and BlacBird Investments LLC. dba Racial Equity Group, with a principal place of business located at 391 Las Colinas Blvd. Ste 130-530, Irving, TX 75039 ("Contractor").

This Agreement incorporates:

1. The Agreement
2. Exhibit 1 – Contractor COVID-19 Vaccination Certification
3. Exhibit 2 – Contractor COVID-19 Quarterly Compliance Certification

### **SCOPE OF SERVICES**

#### **Racial Equity Mindset Framework & Roadmap (Work Plan)**

The Racial Equity Mindset Framework is an evidence-based approach to addressing Racial Equity, diversity and inclusion within organizations. The graphic (3) on page 10 shows how the REM framework aligns with the 8 evidence-based best practices. The following framework demonstrates the approach this process will take, aligning each action with the REM framework competencies.

1. Meet with client leadership team
  - a. Initial planning meetings
  - b. Review existing compliance reports
  - c. Review previous climate surveys to understand current internal environment including but not limited to:
    - County Barrier Analysis and Affirmative Action Plan
    - County DRE Community Assessment Data and Report and Department Assessment(s)
    - ELT Racial Equity Needs and Capacity Assessment
  - d. Review general operations
  - e. Review external stakeholder perception reports/data
  - f. Discuss organization's Racial Equity vision
2. Facilitate foundational shared language sessions
  - a. Schedule 5 sessions for both topics below and a total of 10 sessions with up to 60 participants per session for a total of 300 employees and two-hour sessions.
  - b. Conduct Session 1: Bigger than Racism: Racialization and Structural Advantage
    - *Gaining awareness of racialization that produces and sustains inequalities without racism*
    - *Understanding structural advantage and compounding effects of a racialized and gendered society*

- c. Conduct Session 2: Bias and Blind Spots and Inside Racial Equity Mindset Framework
  - *Understanding racial impacts and bias effects.* Focus on:
    - Impact on teams
    - Trust and productivity
    - Blind spots in policies, practices, resource allocation, and decision-making
    - *Discover the 8 best practices for making Racial Equity standard operating procedure*

Deliverables: 5 training sessions for above topics for a total of 10 training sessions, 2 hours each, with up to 60 participants per session for a total of 300 employees; *Shared language* and glossary of Racial Equity terminology and concepts in PDF format that can be made available to all employees, recording rights for attendees unable to attend only and complete slide deck in pdf format.

- 3. Conduct Racial Equity Audit Assessment (optional not included in cost)
  - a. Review Racial Equity definition; obtain feedback and suggested edits for clarity and relevance
  - b. Review entire audit assessment statements; obtain feedback and suggested edits
  - c. Decide on additional insight statements (not calculated in scoring)
  - d. Decide email announcement and assessment link
  - e. Identify job/unit categories and list of job function titles for each unit
  - f. Walkthrough online assessment with client; obtain feedback and suggested edits
  - g. Finalize assessment (includes assessment statements, job/unit categories, and additional insight statements)
  - h. Identify assessment beta testers
  - i. Conduct assessment with beta testers
  - j. Upload assessment to client page located on Racial Equity Group's website
  - k. Assessment goes live for data collection (organization wide)
  - l. Reminder emails sent
  - m. Assessment closes

Deliverable: Raw, de-identified assessment data in Excel or SPSS format

- 4. Evaluate Assessment (Optional not included in the cost of services)
  - a. Prepare analysis plan for survey data and longitudinal analysis (benchmarking)
  - b. Clean data and conduct validity check
  - c. Prepare analysis syntax
  - d. Conduct analysis
  - e. Identify benchmark scores for core competency areas:
    - *Institutional*
    - *Leadership*
    - *Capacity*
    - *Data collection*
    - *Belonging*
    - *Knowledge levels*

- f. Identify organization's baseline level of commitment
- g. Interpret results, prepare report and recommendations

Deliverables: Audit Assessment Report summary which identifies the organization's position and score on the Racial Equity continuum and provides recommendations and next steps based on the organization's score on the Racial Equity continuum.

5. Conduct Equity Eye Analysis Toolkit Training
  - a. Schedule 15 sessions up to 60 participants per session and up to 300 employees on implementing the Racial Equity Mindset Framework and obtaining tools for operationalizing Racial Equity.
  - b. Conduct Session 1: Racial Equity Impact Analysis: identifying disparities in:
    - *Employment (hiring, advancement, retention)*
    - *Service delivery and operations (budgets and resource allocation)*
    - *Procurement and contracting*
    - *Stakeholder engagement*
  - c. Conduct Session 2: Systems Thinking: understand the root causes of disparities or policies and practices that interact with external social structures driving disparities and creating systemic interventions to close disparities/gaps and advance systemic equity.
  - d. Conduct Session 3: Racial Equity SWOT Analysis: identify and evaluate departmental policies and practices that advance or impede Racial Equity and competencies from the audit assessment report.

Deliverables: 5 sessions of each above topic, for a total of 15 training sessions (2 hours each) up to 60 participants per session and up to 300 employee participants. Training Sessions on implementing the Racial Equity Mindset Framework; Racial Equity Playbook and Guidelines for evaluating policies and practices for Racial Equity, Racial Equity SWOT Analysis template and first draft reports for each department; Working group reports on principles for effective Racial Equity action plans; template for establishing Racial Equity criteria for informing budgets and resource allocation decisions.

6. Create Racial Equity Vision Statement (optional not included in cost)
  - a. Provide leaders guidance for drafting a clear and concise vision statement
  - b. Review vision statement

Deliverables: Finalized vision statement that declares an organization's position and commitment to Racial Equity for announcement to all stakeholders.

7. Measuring, Monitoring and Managing Racial Equity
  - i. Develop Racial Equity scorecards, objectives, goals, tactics, key performance indicators (KPIs), and accountability structures
  - ii. Schedule (2) two-hour training sessions with Racial Equity committee,

- department heads and executive leadership
- iii. Conduct Session 1: Using Metrics for Measuring, Monitoring & Managing Racial Equity
- iv. Conduct Session 2: Creating Strategic Action Plans and Operational Plans

Deliverable: 5 sessions of each topic above for a total of 10 sessions up to 60 participants per session for a total of 300 employees, 2 hours each; strategic action plan drafts for county departments including; draft objectives; goals, tactics and metrics, as well as operational plan design templates.

- b. Evaluation Report Summary of Training Sessions: Provide online training evaluation platform for collecting responses of all training participants for all sessions.

Deliverables: a single comprehensive evaluation report summarizing participant satisfaction with training content of all 35 total sessions (foundational, toolkit, metrics) for 300 employees, measuring satisfaction on delivery and materials, insight into how participants plan to operationalize content from training sessions and also recommendations on developing a training plan and curriculum

- 8. Development of Training Plans and Implementation of organization-wide Training (**Optional not included in the cost of services**)
  - i. Assist Equity Office and/or Human Resources to develop training plans based off County Data and Assessment report findings
  - ii. Schedule trainings and conduct trainings across Cohorts
    - 1. For staff of 3500 employees, up to 50 participants per cohort to maximize engagement and facilitate breakout discussions, total of 70 sessions of Bigger than Racism
    - 2. For XMT Staff of 150, up to 50 participants per cohort for Making Racial Equity SOP
    - iii. Cohort size can be up to 1000 participants, but breakout discussions will not be included.
  - iv. Conduct evaluation report summary of all trainings for all participants.

Deliverables: Up to 50 participants per cohort (2 Hours), 70 sessions total for entire county workforce training on racialization and structural advantage, breakout discussions and glossary of Racial Equity terminology. XMT staff equipped on best practices for operationalizing Racial Equity and understanding how to measure Racial Equity in county government. A single comprehensive evaluation report summarizing participant satisfaction with training content, delivery and materials, insight into how participants plan to operationalize content from training sessions and also recommendations on developing a training plan and curriculum.

#### **FEES**

The following table outlines the proposed cost based on the phases outlined in the work plan.  
 Personnel – To provide the diverse technical and applicable experience needed for *this* project,

the REG team is made up of experts in strategy and development, engagement, analysis and reporting, subject matter experts, and Racial Equity consultants.

PERSONEL	ROLE	HOURLY RATE	% FTE
Guess, Bird - Lead Contact	Executive strategy and delivery of Racial Equity training	\$ 600.00	1.0FTE
Knox, Justin - Project Manager	Project Manager, client engagement and training, client expectations alignment	\$ 350.00	1.0FTE
Reeves, Ken - Strategist	Executive planning and development of workforce initiatives	\$ 600.00	.50FTE
Hayward, Lainey - REI Expert	Consultant, facilitator of training programs	\$ 350.00	.2FTE
Stevens, Vernita - REI Expert	Consultant, facilitator of training programs	\$ 350.00	.50FTE
Zhu, Sen - Senior Analyst	Statistical technician and visualization master	\$ 150.00	.2FTE
Gackenbach, Pete - Data Analyst	Manager of data preparation and analysis	\$ 100.00	.2FTE

LEAD WITH DATA	COST
1. Meet with leadership team, review previous data and reports (steps a. to f.)	Included
2. Facilitate foundational sessions: Bigger than Racism, Bias and Blind Spots, Inside Racial Equity Mindset Framework (combined session) (5 sessions for both topic, total 10 sessions up to 60 participants per session)	\$50,000 (\$5k per session)
3. Conduct Racial Equity Audit Assessment	Optional
4. Evaluate Assessment	Optional
CAPACITY BUILDING & TOOLKIT APPLICATION	
5. Conduct Equity Eye Analysis Toolkit Training – (15 sessions up to 60 participants per session)	\$75,000
6. Develop Racial Equity Vision Statement (Optional)	(\$5k per session)
RESULTS BASED ACCOUNTABILITY	
7. Develop Metrics, Scorecards, Key Indicators and Strategic Action & Operational Plans (includes objectives, goals, tactics and key performance indicators) (10 sessions up to 60 participants per session)	\$50,000 (\$5k per session)
Implementation (Steps a. to d.)	
8. Evaluation Report Summary: comprehensive report of participant satisfaction	Included
9. Collaboration & Guidance on Developing Training Plan Curriculum and training for County wide workforce all 3500 employees	Optional
COUNTY WIDE TRAINING	
Bigger than Racism Virtual Training - Up to 50 participants per cohort (2 Hours), 70 sessions total for staff	Optional

Making Racial Equity SOP Virtual Training - Up to 50 Participants per cohort, 3 sessions total at (2 Hours) for XMT staff Optional

**PROJECT TOTAL \$175,000**

## PAYMENT

Contractor shall be paid upon completion of each task with associated deliverables submitted and/or concluded (where it is a training) following the submittal of a detailed, itemized, and approved invoice by the Project Officer. Payment shall follow the task as listed below:

### **Lead With Data**

Task 1 Meet with Leadership  
Task 2 Facilitate Foundational Sessions  
Task 3 Racial Equity Audit (Optional)  
Task 4 Evaluate Assessment (Optional)

### **Capacity Building and Toolkit Application**

Task 5 Equity Analysis Toolkit Training  
Task 6 Racial Equity Vision Statement (Optional)

### **Results Based Accountability**

Task 7 Metrics, Scorecards, Key Indicators, and Strategic Action & Operational Plans

### **Implementation**

Task 8 Evaluation Report  
Task 9 Collaboration and Guidance on Training Plan Curriculum (Optional)

### **County Wide Virtual Training**

Bigger Than Racism (Optional)  
Making Racial Equity SOP (Optional)

1. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
2. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above.

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

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

3. **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 2). 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.

8. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The

Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.

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



for termination of the Contract.

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

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

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

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

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

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

12. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
  - d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order more than \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.
- 13. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately provided services and activities.
- 14. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
- 15. 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.
- 16. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 17. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.

18. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
19. 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.
20. 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.
21. 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
22. The County does not discriminate against faith-based organizations.
23. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
24. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
25. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
26. This Agreement is governed in all respects by the laws of the Commonwealth of

Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.

27. 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.
28. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**TO THE CONTRACTOR:**

Mr. Bird Guess, President & CEO  
Racial Equity Group  
391 Las Colinas Blvd., Ste. 130-350  
Irving, TX 75039  
Phone: (888) 369-1339  
Email: [Bird@RacialEquityGroup.com](mailto:Bird@RacialEquityGroup.com)

**TO THE COUNTY:**

Samia Byrd, Deputy County Manager  
Chief Race and Equity Officer  
2100 Clarendon Boulevard  
Arlington, Virginia, 22201  
Email: [sbyrd@arlingtonva.us](mailto:sbyrd@arlingtonva.us)

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

29. 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.

30. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.

31. This Agreement may be modified only by written amendment.

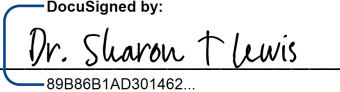
32. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.

33. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

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

The County Board of Arlington.  
County, Virginia

BlacBird Investments LLC.  
dba Racial Equity Group

SIGNED: 89B86B1AD301462...

PRINTED NAME: Dr. Sharon T. Lewis

PRINTED TITLE: Purchasing Agent

DATE: 12/7/2021

SIGNED: 7EAC684A02E24B3...

PRINTED NAME: Bird Guess

PRINTED TITLE: CEO and President

DATE: 11/30/2021

**EXHIBIT 2**  
**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE**  
**CERTIFICATION**

**By Email:** Please complete the report below and return it to:  
[contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

I hereby certify that all \_\_\_\_\_ (Contractor Name)  
employees and  
subcontractors working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-  
19, being  
tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation  
under state or federal law.

**Please do not include any of your employees' medical documentation, including  
vaccination records or test results.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_