

## Agreement



Arlington Public Schools

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PROCUREMENT OFFICE

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

Website: [www.apsva.us](http://www.apsva.us)

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**Subject: Contract 34FY20 Telecom Infrastructure Maintenance and Procurement of Associated Components and Materials**

Contract 34FY20, for the provision of Telecom Infrastructure Maintenance and Procurement of Associated Components and Materials (“the Work”) is entered into this 1<sup>st</sup> day of January, 2021; by and between Allen Corporation of America, located at 10400 Eaton Place, Suite 330, Fairfax, VA 22030, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

**Contract Term:**

The initial term of this Contract shall commence on January 1, 2021, and expiring on the last day of the thirty-sixth (36<sup>th</sup>) month following execution of the Contract by the Procurement Director/Procurement Agent (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents.

This Contract may be renewed for a term not to exceed three (3) years (‘Renewal Contract Term’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed one (1) additional three-year period at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

**Contract Price Adjustment:**

The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Agent. Upon receipt of the Contractor’s request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)

The request must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

### **Scope of Work**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's 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 shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

### **Contract Amount**

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

### **Contract Documents**

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #34FY20 and all modifications properly incorporated into the Agreement
- 2 Attachment A - Scope of Work
- 3 Attachment B - Fee Schedule
- 4 Attachment C - Contractor Certification Regarding Criminal Convictions
- 5 Attachment D - Non Disclosure and Data Security Agreements
- 6 Attachment E - Contract Terms & Conditions
- 7 Attachment F - Certificate(s) of Insurance
- 8 Attachment G – APS Telephony Network
- 9 Attachment H - APS Sites, Hardware/Software, Inventory, & Telephone Sets
- 10 Attachment I - Negotiated Items List

The following are incorporated by reference:

- 11 The Request for Proposal (RFP) documents, and
- 12 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor

agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the "Contract."

**Definitions**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

**Right to Terminate Contract**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

**Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

**Assignments**

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

**Notices**

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

To the Contractor:      Mr. Donald Delaney, Vice President  
Allen Corporation of America  
10400 Eaton Place, Suite 330  
Fairfax, VA 22030  
[ddelaney@allencorporation.com](mailto:ddelaney@allencorporation.com)

To APS:                    Mr. Singh Ajrawat  
Telecommunications Supervisor  
Administrative Technology  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[singh.ajrawat@apsva.us](mailto:singh.ajrawat@apsva.us)

And                         David J. Webb, C.P.M.  
Procurement Director / Procurement Agent  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[david.webb@apsva.us](mailto:david.webb@apsva.us)

**Binding Agreement**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

**Acceptance:**

**Arlington Public Schools**  
Authorized Signature: David J. Webb  
Printed Name: David J. Webb, C.P.M.  
Title: Procurement Director / Procurement Agent  
Date: January 13, 2021

**Allen Corporation of America**  
Authorized Signature: [Signature]  
Printed Name: Timothy S. Schimkus  
Title: Chief Financial Officer  
Date: 1/12/2021

## Attachment A

### Scope of Work

Contractor shall provide Telecom Infrastructure Maintenance and Procurement of Associated Components and Materials.

#### I. Core Service Requirements

- A. Contractor shall provide 24 x 7 proactive network monitoring, trouble isolation, resolution to include the repair and/or replacement, (at no cost to APS), for all network elements, including, but not limited to the applicable components below:
1. All proprietary Mitel hardware and software components in Appendix H. including the existing voicemail integration with XMedius CallXpress voice messaging system.
  2. Software assurance for all components and with associated 24 x 7 support from Mitel Networks.
  3. All leased services from Verizon, including, but not limited to SIP/VOIP, T-1, FIOS, DSL, Potts Lines.
  4. UPS systems and associated battery packs.
  5. All telephone sets
  6. Telephony Routers, Modems, DSUs, etc.
  7. All Mitel wireless headsets
    - a) Offeror shall warranty the headsets, however, headsets can be replaced with refurbished part(s), the standard practice when the original parts are manufacture discontinued.
- B. Provide two (2) fully Mitel Networks certified and experienced on-site technicians to support objectives of APS. Specifically, the technicians shall be certified on existing hardware and software components as detailed in Appendix H. As APS makes changes, upgrades, enhancements, etc to the telecomm infrastructure, the Contractor shall ensure the site technicians are certified to keep abreast of all such changes.

#### II. Spares Strategy

- A. Contractor shall provide 7 days a week, 24 hours a day support of all APS telecommunications infrastructure components. Contractors shall house and maintain necessary “spare” components as required to meet service intervals of APS as specified in this solicitation. There shall be no cost to APS should any components be replaced to support service requirements. It is the sole responsibility of the Contractor to purchase, house and manage all parts to support APS requirements.
- B. Describe your warehousing, staging, and inventory processes. Please include the type and quantity of your spare parts. .

#### III. 7 Days a Week, 24 Hours a Day Maintenance and Support

- A. Contractor shall provide full 7 days a week, 24 hours a day maintenance and support to include:

1. During core business hours (Monday through Friday 7 AM to 4 PM), the two (2) designated onsite technicians shall proactively engage in network management practices as necessary to resolve network “alarms” and other service concerns.
2. During core business hours (Monday through Friday, 7 AM to 4 PM), the Contractor shall provide resources in the form of additional onsite service technicians and other provisions as necessary to assist the two (2) onsite technicians in resolving urgent or emergency service outages. Specifically, for those conditions deemed as “emergency/urgent service concerns”, the response time for additional service technician(s) shall be less than two (2) hours after notification by APS to arrive at the affected site(s). There shall be no additional cost to APS should additional resources be required to resolve such service related issues. The Contractor shall bear 100% responsibility for any additional costs.
3. During non-business hours (4 PM to 7 AM Monday through Friday, Weekends, and designated APS holidays), the Contractor shall notify designated APS representative with service impacting “alarms” within thirty (30) minutes of occurrence. The APS representative, at his discretion may request a service technician to be dispatched to the site.
4. During non-business hours (4 PM to 7 AM Monday through Friday, Weekends, and designated APS holidays), response time for service technician dispatch (as requested by the APS representative) to site shall be less than four (4) hours for the service technician to arrive at the site.

IV. Emergency/Urgent Conditions

- A. Emergency/urgent conditions may occur at any time and on a 24 x 7 basis. The Contractor agrees to secure and provide applicable resources to APS as necessary to address the urgent conditions below, and at no additional cost to APS.
- B. An emergency or urgent condition exists when one or more of the following conditions occur:
  1. Failure of five (5%) percent or more of the lines in any site
  2. Failure of the voicemail system
  3. Failure of SIP service or component
  4. Failure of any fiber connection
  5. Voicemail malfunction
  6. Failure of a single telephone if its normal use is emergency or critical in nature (i.e. security/police or fire)
  7. Failure of Enterprise Manager server
  8. Major or critical alarm on any system
  9. A state of emergency has been declared by Arlington County Manager, Arlington
  10. Public Schools Superintendent, or the Governor of Virginia which results in the activation of Arlington County’s Emergency Operations Center

V. On-Site Technicians

- A. The resulting Contract shall include two (2) certified and qualified on-site technicians. The on-site technicians shall become key members of APS Telecommunications team and thus expected to professionally represent APS. The on-site technicians shall spend considerable time with APS customers therefore, it is imperative that they always maintain a professional demeanor, appearance, and personal conduct. It is expected the two (2) onsite technicians shall be on-site per the 12-month APS administrative calendar (available on APS web site). The holidays observed shall be those of APS, and not the Contractor’s.

VI. Qualifications of the On-Site Technicians

- A. The technicians shall be both certified in Mitel telephony products and services as deployed at APS (See Appendix H) and experienced to support all aspects of APS infrastructure components, including, but not limited to PXB, SIP, telephony circuits, fiber optics, voice/data cable plant, and other components comprising APS telecommunications infrastructure. Furthermore, the technicians shall continue to keep abreast of product certifications as newer products and services are deployed at APS.
- B. The technicians shall possess all necessary tools, personal computer, transportation vehicle, cell phone, etc., to perform the work.
- C. The technicians shall have understanding and experience with supporting voice messaging integration requirements related to the XMedius CallXpress voice messaging system and the Mitel VOIP Telephony.
- D. The technicians shall adhere to professional conduct and dress code as defined and required by the APS Telecommunications Supervisor.
- E. The technicians shall work with other APS vendors as required to manage operations.
- F. The technicians shall promptly escalate concerns to APS Telecommunications Program Manager and/or direct supervisor.
- G. The technicians shall perform other infrastructure maintenance related duties as assigned by APS Telecommunications Program Manager as assigned and not covered in Section 3.12 below.

VII. Duties of the On-Site Technicians

- A. Repair
  - 1. Complete repairs within agreed upon intervals, as specified in this document.
  - 2. Coordinate among members of APS Telecommunications Department, customers, and vendors.
  - 3. To complete repair requests within service intervals.
  - 4. Serve as a single point of contact and escalation in completing all repair request to the satisfaction of APS Telecommunications Department and the end users.
  - 5. Shall seek internal technical/product support as necessary to support repair and service requirements.
  - 6. Will contact respective management (direct supervisor or manager) to arrange for additional help if repair service intervals are not being met. There shall be no cost to APS should additional help be required to meet the service intervals.
  - 7. Will work APS business hours (7:00 a.m. through 4:00 p.m., Monday through Friday), but will provide flexibility to start earlier or stay late as necessary.
  - 8. Will work past the scheduled hours to handle urgent, outages, or disaster related repair concerns. There shall be no additional cost to APS for additional hours worked to support “regent and emergency” repairs.
  - 9. Will adopt APS Help Desk procedures for trouble ticket management and reporting.
- B. Preventative Maintenance

1. With respect to performing proactive/preventive maintenance duties, primary responsibility of the technician will be to focus on activities in the areas of network security, disaster recovery, and network optimization. Specified duties are detailed below:
  - a. Perform regular traffic analysis to ensure system is properly optimized.
  - b. Ensure ALL hardware and software components are in proper functioning order as required to support 7X24 maintenance activities.
  - c. Make recommendations to APS Program Manager on improving infrastructure reliability/performance, enhancements, cost reduction, and/or operations improvement.
  - d. Ensure overall network infrastructure is safeguarded from intrusions, including hackers, fraud/abuse, and other breeches of security.
  - e. Perform routine telecommunications/system audits as assigned by APS Program Manager.
  - f. Perform system software upgrades as necessary.
  - g. Ensure each PBX system is configured for proper “911” operation.
  - h. Perform small cabling jobs as necessary to deliver phone service.
  - i. Ensure emergency telephones are identified and in proper operation.
  - j. Ensure each PBX is configured per APS “class of restriction” requirements.
  - k. Attend APS customer meetings on behalf of Arlington Public Schools Program Manager.
  - l. Front end all trouble/repair tickets as assigned and coordinate with other vendors (Verizon, cabling contractors, etc.) until resolved to the satisfaction of APS telecommunications staff and customer/user.
  - m. Will provide flexibility of work/off-hours as necessary for system maintenance, install, or move activity as required by APS Program Manager.
  - n. Perform site database back-ups on a weekly (or more often for some sites) basis. Safeguard back-up tapes/disks to ensure complete and expedient restoration.
  - o. Ensure all telco closers and Main Distribution Frames (MDF) are neatly organized and configured according to industry standards.
  - p. Follow industry building cabling standards practices. For example, Building Industry Consulting Service International (BICSI) standards.
  - q. The Offeror agrees to replace on-site technician upon APS’ request, with or without reason or justification.
  - r. Manage, coordinate, and install major system installations, upgrades, and moves as required.

C. Service

1. Shall complete MAC service requests, as agreed to in this document.
2. Shall perform major MAC, including system install, move, or reconfigurations.
3. Shall manage and perform all ARS route changes as required.
4. Learn to use APS Helpdesk software – 2847 Systems.

VIII. Duties of the Service Manager

- A. Responsible for oversight of APS network maintenance activities.
- B. Ensure appropriate replacement technician(s) are in place when the primary assigned technician(s) are on personal, vacation, or ill leave. APS requires that the Offeror always have



two (2) certified, skilled on-site technicians on premises.

- C. Ensure site technicians are certified current and performing duties per agreement.
- D. Shall attend monthly or quarterly meeting with APS staff.
- E. Shall be available 7 days a week, 24 hours a day via cell phone to APS staff to manage urgent and emergency or major system installs, moves, upgrades or changes.

IX. Duties of the Account Manager

- A. Shall have responsibility for overall account management, including sales and operations.
- B. Keep APS staff abreast of product upgrades and releases.
- C. Manage escalations beyond the Service Manager - in the event the service manager is ineffective, unavailable, or unresponsive
- D. Shall be responsible for working with the APS Procurement Office on pricing updates, contract renewals, and other administrative requirements.

X. Duties of the Sales Engineer (SE)

**The Account Team shall include a Sales Engineer (SE) dedicated to assisting APS with pre-sales technical support, solution development, product support, and other technical support activities as required. APS shall have direct access to the SE via e-mail or telephone.**

**Attachment B**

**Fee Schedule**

The fees referenced herein shall include the full use of Telecomm Infrastructure Maintenance and Procurement of Associated Components and Materials.

<b>ITEM NAME</b>	<b>PRICE</b>
Annual pricing for maintenance of <b>all</b> items in Attachment H, APS Sites, Hardware/Software, Inventory & Telephone Sets, 7 days a week, 24 hours a day.	\$39,000.00
Annual pricing for two (2) certified on-site technicians, 7:00 a.m. to 4:00 p.m. EST, Monday through Friday - 40 hours per week.	\$258,000.00
Annual pricing for an additional one (1) certified technician – should APS have the need to add to Contract at a later time	\$60.00/hour Not to Exceed \$125,000.00

**Ad-Hoc Tasks**

Hourly rates for certified technicians, cable technicians, coordinators, project managers to be provided in the spaces below.

Note: these rates will apply, for business and non-business hours and apply to work beyond that which is covered in the Scope of Work and may or may not be required by APS during the Contract. Requests will be made on an “as needed” basis only.

<b>TITLE</b>	<b>HOURLY RATES</b>
Certified Technicians	\$80.00
Cable Technicians	\$64.00
Coordinators	\$80.00
Project Managers	\$80.00

<b>ITEM NAME</b>	<b>UNIT PRICE</b>
<b>Mitel 3300 Controller associated components as detailed below:</b>	
Analog Main Board	\$414.00
3300 Power Supply	\$300.00
Hard Drive(s)	\$265.00
Fans	\$78.00
Processor Card(s)	\$1,380.00
DSP Module	\$828.00
Echo Canceler Module	\$690.00
Mitel ASUII	\$525.00
Mitel 24-port ONSP Cards	\$540.00
Streamline 24-port switch	\$1,280.00
Streamline 48-port switch	\$2,460.00
Streamline Dongle	\$375.00
Enterprise user license	\$105.00
Single Line/Analog user license	\$45.00
3300 MxIII controller	\$2,418.00
<b>Mitel VOIP Telephone Sets as follows:</b>	
5360 Telephone Set	\$443.00
5330e Telephone Set	\$300.00
5304 Telephone Set	\$102.00
Mitel 6905 Telephone Set	\$60.00
Mitel 6910 Telephone Set	\$114.00
Mitel 6920 Telephone Set	\$177.00
Mitel 6930 Telephone Set	\$300.00
Mitel 6940 Telephone Set	\$330.00
Mitel BT Speakerphone	\$225.00
Mitel DECT Headset	\$195.00
<b>Conventional Analog Telephone Sets</b>	
Starplus II Single-Line w/Speakerphone	\$40.45
Cortelco 121100TP2275 and others	\$58.50
<b>Emerging Mitel Technology/VOIP Products to include:</b>	
VOIP	Based on 40% discount off Mitel List Prices
IP Telephony	Based on 40% discount off Mitel List Prices
Wireless Applications	Based on 40% discount off Mitel List Prices



Attachment C

Contractor Certification Regarding Criminal Convictions

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
  - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
  - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
  - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.


I understand that a materially false statement regarding this certification is a Class I misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

Allen Corporation of America, Inc.  
 \_\_\_\_\_  
 Name of Offeror

10400 Eaton Place, Suite 330  
 \_\_\_\_\_  
 Fairfax, VA 22030  
 \_\_\_\_\_  
 Address of Offeror

1-866-HQ-Allen  
 \_\_\_\_\_  
 Telephone

  
 \_\_\_\_\_  
 Signature

Timothy S. Schymkus, CFO  
 \_\_\_\_\_  
 Name and Title (please type or print)

May 28, 2020  
 \_\_\_\_\_  
 Date

## Attachment D

### Non-Disclosure and Data Security Agreement

The undersigned, an authorized agent of the Contractor and on behalf of Allen Corporation of America, Inc. (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Work" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "Information" or "APS Information").

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

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

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

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, 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 APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this

Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

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

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

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

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

Printed Name and Title: Timothy S. Schimkus, Chief Financial Officer

Date: May 28, 2020

## Attachment E

### Contract Terms & Conditions

1. Standard of Care  
In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.
2. Responsibility of the Contractor  
The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.
3. Responsibility for Claims and Liabilities  
APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.
4. Payment  
Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.
5. Project Officer  
The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.
6. Adjustments for Change in Scope  
APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subSection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors\*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS 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 that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions may not be construed to be an obligation of APS. 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.

11. Non-Appropriation\*

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

12. APS Purchase Order Requirement\*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited\*

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing subSections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21. Employment of Unauthorized Aliens Prohibited\*

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

22. Drug-Free Workplace to be Maintained by Contractor\*

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the Procurement Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However,

APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be affected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. Indemnification\* (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. Intellectual Property Indemnification\*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations

contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this subSection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this subSection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subSection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this subSection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

28. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. Confidential Information

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers,

prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

30. HIPPA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA"). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPPA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

31. Data Security

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to

preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect APS 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, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless

APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Contract and shall certify completion of this task, in writing, to APS Project Officer.

(g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

(h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

32. Ethics in Public Contracting\*

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

33. APS Employees\*

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

34. Force Majeure

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

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

35. Authority to Transact Business\*

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



36. Relation to APS\*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

37. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

38. Report Standards

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

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

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

39. Audit

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

40. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. Arlington Public Schools Procurement Resolution and Policies\*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

42. Dispute Resolution\*

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. Applicable Law, Forum, Venue and Jurisdiction\*

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. Non-exclusivity of Remedies

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

46. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

48. No Waiver of Sovereign Immunity\*

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

49. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

50. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

52. Non-Discrimination Notice\*

APS does not discriminate against faith-based organizations.

53. Insurance Requirements

The Contractor shall provide to the Procurement Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "B" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

- a. Workers Compensation (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000.
- b. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors. The general aggregate limit shall apply to this Contract. Coverage should be without retention limits.
- c. Automobile Liability - \$100,000 per person / \$300,000 per accident.
- d. Product Liability - \$500,000 combined single limit coverage, \$1,000,000 general aggregate
- e. Cyber Liability Insurance – not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, crisis management and notification expenses, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this sub-Section shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract: "Arlington County School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools".
- g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Procurement Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Procurement Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. Accessibility of Web Site\*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

56. Arlington County Business License

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

57. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

58. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

59. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

60. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

61. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

62. Student Data Usage and Privacy Agreement (Intentionally Deleted)

63. Contractor Certification Regarding Criminal Convictions\*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
  - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

64. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

65. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor\*

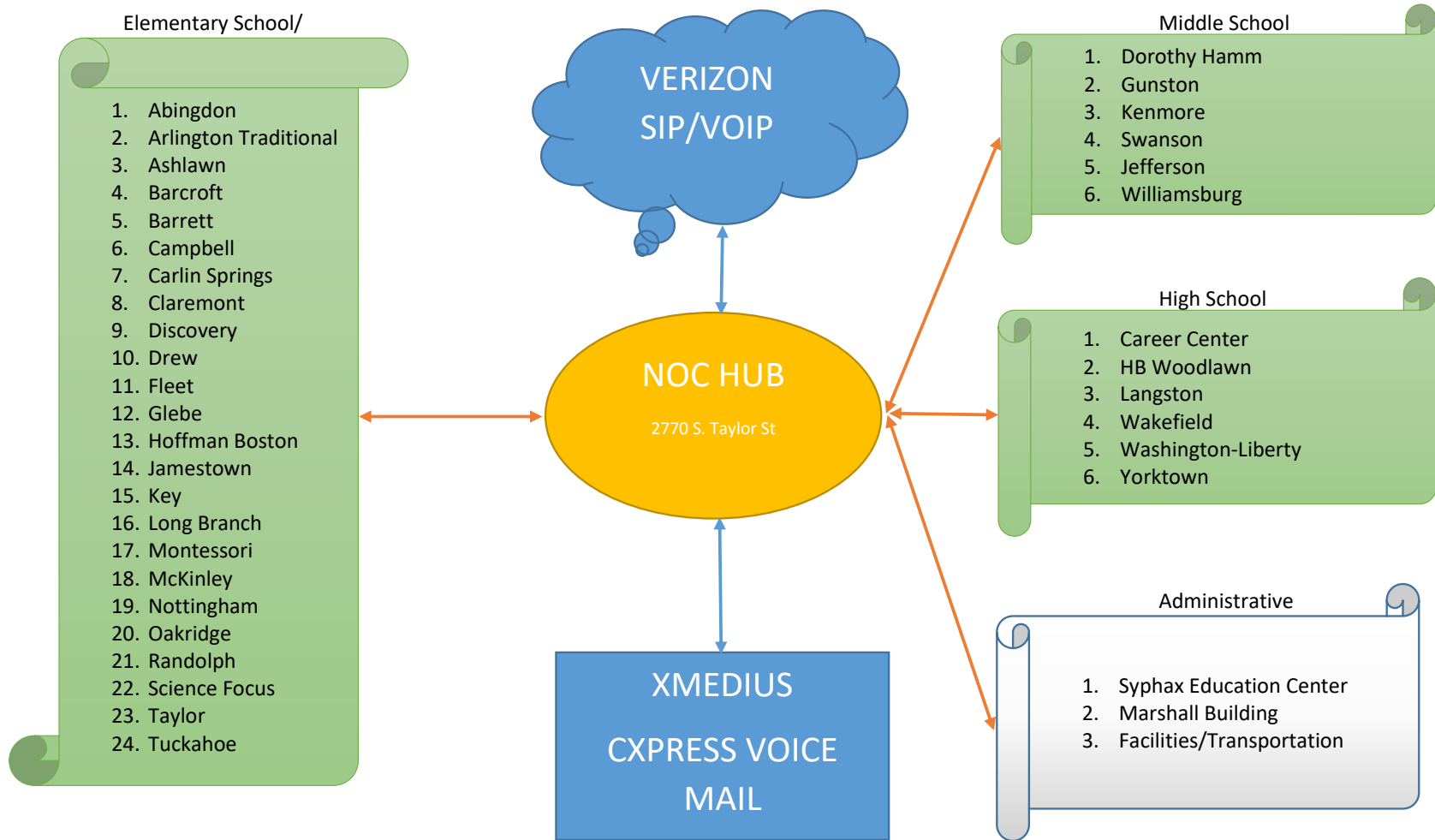
As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.





**Attachment G**

**APS TELEPHONY NETWORK**



**Attachment H**  
**APS Sites, Hardware/Software, Inventory, & Telephone Sets**

<u>Site Name</u>	<u>Address</u>	<u>Hardware (Controller, Qty, Capacity)</u>	<u>Controller Software Level</u>	<u>VOIP Phone Sets</u>	<u>Analog Phone Sets</u>
Abingdon Elementary School	3035 S. Abingdon St., Arlington, Va 22206	MXe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	12	87
Arlington Community High School	800 S. Walter Reed Drive , Arlington, Va 22204	MXeIII 1024 MB of RAM	7.2 SP1 PR2	33	
Arlington Traditional Elementary	855 N. Edison Street, Arlington, Va 22205	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	61
Ashlawn Elementary School	5950 N. 8th Road, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	84
Barcroft Elementary School	625 S. Wakefield Street, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	11	70
Barrett Elementary School	4401 N. Henderson Street, Arlington, Va 22203	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	14	68
Campbell Elementary School	737 S. Carlin Springs Road, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	60
Career Center	816 S. Walter Reed Drive, Arlington, Va 22204	Mxe 512MB of RAM, 3x ASUII, 5x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	29	96
Carlin Springs Elementary School	5995 5th Road South, , Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	78
Claremont Elementary School	4700 S. Chesterfield Road, Arlington, Va 22206	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	14	64

Discovery Elementary School	5241 36th Street North, Arlington, Va 22207	MXeIII 512 MB of RAM	7.2 SP1 PR2	86	
Dorothy Hamm Middle School	4100 Vacation Lane, Arlington, Va 22207	Mxe 512MB of RAM, 3x ASUII, 5x 24 Port ONSP, StreamLine 48 Port	8.0 SP3 PR3	35	55
Drew Model Elementary School	3500 S. 23rd Street, Arlington, Va 22206	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	18	69
Ed Center (future site)	1426 N Quincy Street, Arlington, Va 22207				
Facilities	2770 S. Taylor Street, Arlington, Va 22206	Mxe 512MB of RAM, 1x ASUII, 1x 24 Port ONSP, 2x StreamLine 48 Port	6.0 SP2	69	15
Fleet Elementary School	115 South Old Glebe Rd, Arlington, Va 22204	MXeIII 1024 MB of RAM	8.0 SP3 PR3	106	
Glebe Elementary School	1770 N. Glebe Rd, Arlington, Va 22207	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	12	68
Gunston Middle School	2700 S. Lang Street, Arlington, Va 22206	Mxe 512MB of RAM, 3x ASUII, 6x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	28	121
HB Woodlawn Secondary	1601 N Wilson Blvd, Arlington, VA 22209	MXeIII 1024 MB of RAM, 1x ASUII, 1x 24 Port ONSP	8.0 SP3 PR3	113	
Hoffman Boston Elementary School	1415 S. Queen Street, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	14	73
Jamestown Elementary School	3700 N. Delaware Street, Arlington, Va 22207	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	10	71
Kenmore Middle School	200 S. Carlin Springs Road, Arlington, Va 22204	Mxe 512MB of RAM, 3x ASUII, 6x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	30	128
Key Elementary School	2300 Key Boulevard, Arlington, Va 22201	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	14	82

Langston H.S. Continuation	2121 N. Culpepper Street, Arlington, Va 22207	Mxe 512MB of RAM, 1x ASUII, 2x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	8	29
Long Branch Elementary School	33 N. Fillmore Street, Arlington, Va 22201	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	12	56
Marshall	2847 Wilson Boulevard, Arlington, Va 22201	Mxe 512MB of RAM, 1x ASUII, 1x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	17	5
McKinley Elementary School	1030 N. McKinley Road, Arlington, Va 22205	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	76
Montessori	701 S. Highland Street, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	17	65
Nottingham Elementary School	5900 Little Falls Road, Arlington, Va 22207	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	14	60
Oakridge Elementary School	1414 S. 24th Street, Arlington, Va 22202	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	83
Randolph Elementary School	1306 S. Quincy Street, Arlington, Va 22204	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	65
Reed-Westover	1644 N. McKinley Rd #1B, Arlington, Va 22205	Mxe 512MB of RAM	7.2 SP1 PR2		
Science Focus Elementary School	1501 N. Lincoln Street, Arlington, Va 22201	Mxe 512MB of RAM, 2x ASUII, 2x 24 Port ONSP	7.2 SP1 PR2	10	71
Swanson Middle School	5800 N. Washington Boulevard, Arlington, Va 22205	Mxe 512MB of RAM, 3x ASUII, 5x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	30	117
Syphax Education Center	2110 Washington Blvd, Arlington, Va 22204	MXeIII 1024MB of RAM (expanded), 3x ASUII, 6x Port ONSP	7.2 SP1 PR2	461	54
Taylor Elementary School	2600 N. Stuart Street, Arlington, Va 22207	Mxe 512MB of RAM, 2x ASUII, 4x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	71

Thomas Jefferson Middle School	125 S. Old Glebe Road, Arlington, Va 22204	Mxe 512MB of RAM, 3x ASUII, 6x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	29	125
Tuckahoe Elementary School	6550 N. 26th Street, Arlington, Va 22213	Mxe 512MB of RAM, 2x ASUII, 3x 24 Port ONSP, StreamLine 24 Port	7.2 SP1 PR2	13	60
Wakefield High School	1325 S. Dinwiddie Street, Arlington, Va 22206	Mxe 512MB of RAM, 4x ASUII, 8x 24 Port ONSP, 2x StreamLine 48 Port	7.2 SP1 PR2	51	181
Washington-Liberty High School	1301 N. Stafford Street, Arlington, Va 22201	Mxe 512MB of RAM, 5x ASUII, 9x 24 Port ONSP, 2x StreamLine 48 Port	7.2 SP1 PR2	58	216
Williamsburg Middle School	3600 N. Harrison Street, Arlington, Va 22207	Mxe 512MB of RAM, 3x ASUII, 6x 24 Port ONSP, StreamLine 48 Port	7.2 SP1 PR2	31	128
Yorktown High School	5200 Yorktown Boulevard, Arlington, Va 22207	Mxe 512MB of RAM, 4x ASUII, 8x 24 Port ONSP, 2x StreamLine 48 Port	7.2 SP1 PR2	50	194
NOC (SIPGtwayA)	2700 S. Taylor Street, Arlington, VA 22206	MXeIII 1024MB of RAM (expanded)	8.0 SP3 PR3		
NOC (TrkGtwayC)	2700 S. Taylor Street, Arlington, VA 22206	Mxe 512MB of RAM (expanded)	7.2 SP1 PR2		
NOC (Mitel Border Gateway)	2700 S. Taylor Street, Arlington, VA 22206	DELL Server	MBG 9.4.0.29 on MSL 10.5.15.0		
Syphax Education Center	2110 Washington Blvd, Arlington, Va 22204	HP Proliant ML110 G7 Server	9.0.0.84		
			Phone Types	VOIP Sets	Analog Sets
			Phone Set Totals	1553	3006
			Total		4559

**Note:**

Additional information on the SIP services provided by Verizon is included on the following pages.

APS has a total of 227 SIP trunks in service from Verizon. APS has one (1) Mitel Border Gateway 9.4.0.29 with Mitel Standard Linux 10.5.15.0, one (1) SIPGatewayA (Mitel 3300 MXeIII rel 8 sp3) , and one (1) TrunkGtway (Mitel 3300 MXeII rel 7.2). Most recently all software was patched to prepare for Mitel's security certificates expiring in August 2020 and all MXeII machines are slated to be replaced 2020. The list of patched software is provided below. APS is not open to joint access to AMC.

<u>Site Name</u>	<u>Type</u>	<u>Software Level</u>
Abingdon Elementary School	3300 ICP	14.0.3.51
Arlington Science Focus Elementary School	3300 ICP	13.2.1.51
Arlington Traditional Elementary School	3300 ICP	13.2.1.51
Ashlawn Elementary School	3300 ICP	14.0.3.51
Barcroft Elementary School	3300 ICP	14.0.3.51
Barrett Elementary School	3300 ICP	14.0.3.51
Campbell Elementary School	3300 ICP	14.0.3.51
Career Center	3300 ICP	14.0.3.51
Carlin Springs Elementary School	3300 ICP	14.0.3.51
Claremont Elementary School	3300 ICP	14.0.3.51
Discovery Elementary School	3300 ICP	14.0.3.51
Dorothy Hamm Middle School	3300 ICP	14.0.3.51
Drew Elementary School	3300 ICP	14.0.3.51
Enterprise Manager Server	Enterprise Manager	9.0.0.84
Facilities & Operations	3300 ICP	14.0.3.51
Fenwick Building	3300 ICP	14.0.3.51
Fleet Elementary School	3300 ICP	14.0.3.51
Glebe Elementary School	3300 ICP	14.0.3.51
Gunston Middle School	3300 ICP	14.0.3.51
H B Woodlawn High School	3300 ICP	14.0.3.51
Hoffman Boston Elementary School	3300 ICP	14.0.3.51
Jamestown Elementary School	3300 ICP	14.0.3.51
Kenmore Middle School	3300 ICP	14.0.3.51
Key Elementary School	3300 ICP	14.0.3.51
Langston Continuing Education	3300 ICP	14.0.3.51
Long Branch Elementary School	3300 ICP	13.2.1.51
Marshall Building	3300 ICP	13.2.1.51
MBGNOC1 Server	Outbound Proxy	9.4.0.29
Mckinley Elementary School	3300 ICP	13.2.1.51
Montesori School	3300 ICP	13.2.1.51
Nottingham Elementary School	3300 ICP	13.2.1.51
Oakridge Elementary School	3300 ICP	13.2.1.51

<b>Randolph Elementary School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Reed Westover Building</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>SIP Gateway Server</b>	<b>3300 ICP</b>	<b>14.0.3.22</b>
<b>Swanson Middle School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Syphax Education Center</b>	<b>3300 ICP</b>	<b>14.0.3.51</b>
<b>Taylor Elementary School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Thomas Jefferson Middle School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Trunk Gateway C Server</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Tuckahoe Elementary School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Verizon SIP</b>	<b>Other</b>	
<b>Wakefield High School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Washington-Liberty High School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Williamsburg Middle School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>
<b>Yorktown High School</b>	<b>3300 ICP</b>	<b>13.2.1.51</b>

Attachment I

Negotiated Items List

Request for Proposals (RFP) #34FY20 Telecomm Infrastructure Maintenance and Procurement of Associated Components and Materials

- DFD 1. **Additional Certified Technician** – Allen shall provide an additional one (1) certified technician should APS have the need to add to Contract at a later time to perform work covered in the Scope of Work (non-ad hoc tasks) at rate of \$60/hour not to exceed \$125,000/year.

- DFD 2. **Ad Hoc Tasks** – mark **only one (1)** of the boxes below.

- As part of the negotiation stage, Allen offers a 20% reduction in the original Proposal pricing for Ad Hoc Tasks.

Labor Category	Hourly Rates
Certified Technicians	\$76.00
Cable Technicians	\$64.00
Coordinators	\$76.00
Project Managers	\$80.00

- As part of the negotiation stage, Allen offers the following hourly rates as its best offer for Ad Hoc Tasks. Enter pricing in the Hourly Rates column.

Labor Category	Hourly Rates
Certified Technicians	\$ 80.00
Cable Technicians	\$ 64.00
Coordinators	\$ 70.00
Project Managers	\$ 80.00

- DFD 3. **Price** – mark **only one (1)** of the boxes below. If selecting the second option, you are required to enter a lump sum price for completing the Work.

- As part of the negotiation stage, Allen offers a 20% reduction in the original Proposal price of \$297,000 for a revised total of \$237,600 as its best offer for completion of the Work

- As part of the negotiation stage, Allen offers the following lump sum price as its best offer for completion of the Work: 293,850.00

**ACKNOWLEDGEMENT AND AGREEMENT OF:**

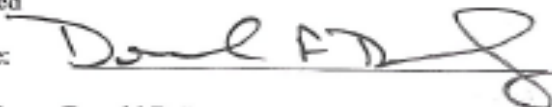
Organization:

Allen Corporation of America, Inc.

Title: Vice President

Authorized

Signature:



Date: 11/12/2020

Printed Name: Donald DeLaney