NOTICE OF AWARD OF CONTRACT

TO:
NEONICHE STRATEGIC LLC
3140 N. WASHINGTON CLVd
SUITE 203
ARLINGTON VA 22201

DATE ISSUED: JULY 9, 2012
CURRENT REFERENCE NO: 220-11-3
CONTRACT TITLE: DES - MARKETING/PR COMMUTER SERVICES
PRIOR REFERENCE NO: 438-09-3

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2015.

This is the THIRD year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 438-09-3 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO REVISED EXHIBIT B FOR FY 2013, ATTACHED.

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON DOL CPI-U FOR THE MONTH OF FEBRUARY.

ATTACHMENT:
AGREEMENT 438-09-3

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MARK MOONEY
VENDOR TEL. NO.: 703-247-2125
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR EMAIL: mark.mooney@neonicheststrategies.com
TIN (EIN/SSN): 26-1141454
COUNTY CONTACT: BOBBI GREENBERG
COUNTY TEL. NO.: 703-228-7548

CONTRACT AUTHORIZATION
ELIZABETH DOOLEY, CPPO, CPPA
ASSISTANT PURCHASING AGENT
DATE 7/9/12

DISTRIBUTION
VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 438-09-3

AMENDMENT NUMBER 1

REFERENCE NO. 220-11-3

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Contract Number 438-09-3 ("Contract") and made between Neoniche Strategies LLC, 3140 N. Washington Blvd, suite 203, Arlington, VA 22201 (Contractor), a Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia ("Contractor"), and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term under the Contract, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Contract as follows:

Paragraph CONTRACT TERM shall be deleted in its entirety and replaced with the following:

CONTRACT TERM
Work under this Agreement will commence on the date of execution of this Agreement by the County and be completed no later than June 30, 2015 ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

Paragraph CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U shall be deleted in its entirety and replaced with the following:

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. Any proposed modifications to the Contract unit prices for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the Contract Amount for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in FEBRUARY of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the contract anniversary date, the County may terminate the Contract. The Contract price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the remaining Contract Term.
All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 7/9/12

NEONICHE STRATEGIES, LLC.

SIGNED BY: [Signature]
PRINT NAME: MARK J. MOONEY, JR.
AND TITLE: MARK J. MOONEY, JR.
DATE: July 2, 2012
Arlington County Commuter Services
AGREEMENT NO. 438-09-3
Exhibit B
REVISED HOURLY RATES

<table>
<thead>
<tr>
<th>Resource Level</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>2013FY &amp; 2014FY</strong></td>
</tr>
<tr>
<td>Senior Executive/Program Account</td>
<td>$92.00</td>
</tr>
<tr>
<td>Director</td>
<td></td>
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<tr>
<td>Engagement Director</td>
<td>$77.00</td>
</tr>
<tr>
<td>Marketing Manager</td>
<td>$67.00</td>
</tr>
<tr>
<td>Account Manager</td>
<td>$56.00</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>$51.00</td>
</tr>
<tr>
<td>Street Team Staff I</td>
<td>$41.00</td>
</tr>
<tr>
<td>Web &amp; Graphic Design</td>
<td>$77.00</td>
</tr>
<tr>
<td>Photography &amp; Videography</td>
<td>$77.00</td>
</tr>
<tr>
<td>Video Producer</td>
<td>$92.00</td>
</tr>
<tr>
<td>STAFF LEVELS</td>
<td>2013 - 2014 FY</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
</tr>
<tr>
<td>DEVELOPMENT SERVICES</td>
<td></td>
</tr>
<tr>
<td>Planning/Program/Project Management</td>
<td>$92.00</td>
</tr>
<tr>
<td><em>Mark Mooney, CEO</em></td>
<td></td>
</tr>
<tr>
<td><em>Barbara Hansen, CMO</em></td>
<td></td>
</tr>
<tr>
<td>Specialized Consulting</td>
<td>$125.00</td>
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<tr>
<td>OUTREACH SERVICES</td>
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<tr>
<td>Account Manager</td>
<td>$66.00</td>
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<tr>
<td>Account Services</td>
<td>$56.00</td>
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<tr>
<td><em>Kelsey Carter, Account Services</em></td>
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<tr>
<td>Marketing Promotion &amp; Intercept Staff</td>
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<tr>
<td>Team Lead</td>
<td>$51.00</td>
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<tr>
<td>Staff I</td>
<td>$41.00</td>
</tr>
<tr>
<td><em>(Event time is booked in 1/2 day or full day increments)</em></td>
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</tr>
<tr>
<td>Media &amp; Public Relations</td>
<td>$92.00</td>
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<td><em>Kathy Viola, Director, Business Services</em></td>
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<tr>
<td>Partnership &amp; Sales</td>
<td>$77.00</td>
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<tr>
<td><em>Rebecca Dunn, COO</em></td>
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<tr>
<td><em>Elise Dwyer, Partnership Manager</em></td>
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<tr>
<td>Social Media Promotions</td>
<td>$77.00</td>
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<tr>
<td>Specialized Service / Talent (TBD)</td>
<td>$77.00</td>
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<tr>
<td><em>(entertainers, public figure)</em></td>
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<tr>
<td>CREATIVE SERVICES</td>
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<tr>
<td>Cartography</td>
<td>$92.00</td>
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<tr>
<td>Editing</td>
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<tr>
<td>Graphics</td>
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<tr>
<td><em>Elise Gebauer, Creative Manager</em></td>
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<tr>
<td>Photography / Videography</td>
<td></td>
</tr>
<tr>
<td>Camera</td>
<td>$77.00</td>
</tr>
<tr>
<td>Sound</td>
<td>$77.00</td>
</tr>
<tr>
<td><em>Nick Hansen, Multimedia Manager</em></td>
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<tr>
<td><em>(Shoot time is booked in 1/2 day (5 hrs) or full day increments (8 hrs))</em></td>
<td></td>
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<tr>
<td>Producer</td>
<td>$92.00</td>
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<td><em>Joy Mallek, Director, Special Projects</em></td>
<td></td>
</tr>
<tr>
<td>Specialized Product TBD</td>
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<tr>
<td><em>(printing, promo items, wearables)</em></td>
<td></td>
</tr>
<tr>
<td>Web 2.0</td>
<td>$92.00</td>
</tr>
<tr>
<td><em>Robert Soly, Director Web 2.0</em></td>
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</tr>
<tr>
<td>Writing</td>
<td>$77.00</td>
</tr>
</tbody>
</table>
LOGISTICS & TRAINING SERVICES

Curriculum & Classroom $77.00
Rebecca Dunn, COO

Distribution (Door2Door Sub-Contractor) $8.00
(cost per location delivered)

Planning, Scheduling & Staffing $77.00
Rebecca Dunn, COO

Support Services $56.00

Tool / Transportation (TBD)
(farecards, van)
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 438-09-3

THIS AGREEMENT is made, on the date of execution by the County, between NeoNiche Strategies LLC, ("Contractor") 3140 N. Washington Boulevard, Suite 203, Arlington, Virginia 22201 a Virginia Limited Partnership authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Hourly Rates) and Exhibit C (Metropolitan Washington Council of Governments Rider Clause). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County Grassroots Marketing for the Arlington County Commuter Services program. The Contract Documents set forth the minimum Work estimated by the County 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.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services/Transportation Division or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.
CONTRACT TERM
Work under this Agreement will commence upon execution by the County, be completed no later than June 30, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties (OPTIONAL: "issuance of a Notice Of Award"), authorize continued operations of the Contractor under the same contract unit prices for not more than four additional twelve (12) month periods from July 1, 2011 to June 30, 2015 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in FEBRUARY of each Contract Year not to exceed five (5) percent.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.
Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

**REIMBURSABLE EXPENSES**

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

**PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

**ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

**NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**COUNTY EMPLOYEES**

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

**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 paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom 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.

**INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County 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 in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.
COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County 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 project 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 the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing 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, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

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 the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

438-99-3
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ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and
transfers to the County 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 the County under said
Contract.

RELATION TO COUNTY
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 the County. The County will not
be legally responsible for any negligence or other wrongdoing by the
Contractor, its employees, servants or agents. The County will not withhold
payments to the Contractor for any federal or state unemployment taxes,
federal or state income taxes, Social Security tax, or any other amounts for
benefits to the Contractor. Further, the County will not provide to the
Contractor any insurance coverage or other benefits, including Workers'
Compensation, normally provided by the County for its employees.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All
costs for handling and transportation charges to the designated point of
delivery shall be borne by the Contractor. Transportation, handling and all
related charges shall be included in the unit prices or discounts bid for
each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County
Purchasing Resolution. The time limit for final written decision by the
County Manager in the event of a contractual dispute, as that term is defined
in the Purchasing Resolution, is fifteen (15) days. Procedures for
considering contractual claims, disputes, administrative appeals, and
protests are contained in the Purchasing Resolution, incorporated herein by
reference, and available upon request from the Office of the Purchasing
Agent.

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.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the
County, and all of its officers, officials, departments, agencies, agents, and
employees (collectively the "County") 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 the County. If the Contractor uses any
design, device, or materials covered by letters patent or copyright, it is
mutually agreed and understood, without exception, that the Contract price
includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are confidential records ("Record" or "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 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 designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services under 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 Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

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

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

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

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:
a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this 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 the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.
REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract requirements shall be borne by the Contractor.

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

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

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County 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, the County will terminate the Contract, without termination charge or other liability to the County, 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) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County 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, the County 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 the County in its discretion.
If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s 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 is 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 and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County 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 the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County 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 the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County 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 the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, 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.

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.

**TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of
termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County 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 the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

**INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing 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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

**Workers Compensation - Virginia Statutory Workers Compensation (W/C)**
coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

**Commercial General Liability - $1,000,000** combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Errors and Omissions Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

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.

No acceptance or approval of any insurance by the County 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 shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons 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 alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.
AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

HEADINGS
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

NeoNiche Strategies LLC

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT

NAME AND TITLE: MARK J. MOONEY, JR., PARTNER/CEO

DATE: 6/18/10

DATE: JUNE 17, 2010

438-09-3
14
AGREEMENT NO. 438-09-3
EXHIBIT A

SCOPE OF WORK

ARLINGTON COUNTY COMMUTER SERVICES (ACCS) MARKETING COMMUNICATIONS PROJECT

A. Summary

Category:

a. Grassroots marketing

The execution of this project will require:

1. Developing an overall coordinated strategic communications program for the services listed below, either separately when appropriate or combined when appropriate, with specific communications plans for the following programs:
   - Umbrella campaign
   - Metrobus
   - Pike Ride
   - ART - Arlington Transit
   - ACCS general marketing
   - The Commuter Stores
   - Mobile Commuter Store
   - Commuterpage.com
   - Commuterdirect.com
   - Arlington Transportation Partners

2. Developing evaluation programs for the elements above based on ACCS existing and future research.

3. Assisting in the preparation of reports and the presentation of program information to various government, community and business leaders and the ACCS staff.

4. Providing monthly reports on all activities related to the contract. This shall include schedule performance, narratives of progress and issues, and budget reconciliation.

   At a minimum, weekly coordination of Contractor’s senior staff with County staff shall be scheduled. In addition, monthly billings must be submitted identifying and documenting all hours and out-of-pocket costs.

   The County will provide to the Contractor individual work assignments. For every such work assignment the Contractor shall submit for approval to the ACCS Marketing Communications Director a written estimate before any work may proceed.

5. Providing and managing all the services for grassroots marketing on a turnkey bases. At a minimum the Contractor shall provide the following services:
Grassroots Marketing

Account Planning
Account Management
Art Direction/Graphic Design
Community Relations
Creative Direction
Event Staffing
Copy writing
Event Coordination
Presentation and Report Development
Print Production Supervision
Research
Partner Recruitment

B. Program Elements

1. Planning
The Contractor shall develop a multi-year strategic plan for the overall ACCS program. The Contractor shall also develop program specific plans, and as needed, grassroots marketing plans for each of the ACCS component programs identified above. These research-based plans, to be developed in conjunction with the ACCS Marketing Communications Director, as well as component project managers will include the following:

a. A situation analysis summarizing the current state of the program (programs) and identifying grassroot market opportunities and external factors that may impact the program.
b. Measurable goals and objectives.
c. An overall creative strategy and individual component program strategy i.e., who will be the target markets for each program, what events will be attended, etc.
d. Clearly spelled out specific strategies:
   (1) Strategies and detailed schedules and budgets.
   (2) Evaluation strategies.
e. Timelines and budgets for all of the above.

2. Creative Development
The Contractor shall provide turnkey development of creative materials from concept through final production. The Contractor shall provide the ACCS Marketing Communications Director with a variety of approaches at each concept development phase when appropriate. The Contractor must be able to logically link creative approaches back to the approved marketing communications plans.

Final products, provided as the result of the creative process, could include, but not necessarily be limited to:

a. Print advertisements
b. Transit advertisements (interior, exterior, bus stop, and station ads)
c. Collateral materials (brochures, flyers, postcards, point-of-purchase displays, and posters)
d. Website enhancement
e. Internet advertising
f. Retail store graphics
g. Promotional items

The Contractor shall develop the above products from initial concept through final production.
Program Elements for Grassroots Marketing

1. Ongoing Program
The Contractor shall develop a plan of grassroots marketing to engage the target audience directly. These efforts may include but are not limited to:

(1) Attending community farmers’ markets, festivals, and events to pass out fliers, brochures or give-aways
(2) Meeting with local retailers and businesses to provide transit-related information and displays and/or partnership opportunities
(3) Promoting ACCS events and programs directly to the public through on-street messaging
(4) Providing ACCS with recommendations for participation in community events. Helping to develop, plan, organize and promote new TDM-related events.
(5) This will be considered an ongoing program where the County expects the Contractor to take the initiative.
AGREEMENT NO. 438-09-3

EXHIBIT B

HOURLY RATES

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Agreement 438-09-3 Exhibit C
Metropolitan Washington Council of Governments Rider Clause

OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS HAZING OFFICERS' COMMITTEE.

If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

A negative reply will not adversely affect consideration of your bid/proposal. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

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OR NAME: NEONICHE STRATEGIES