NOTICE OF AWARD OF CONTRACT

TO:
THE CONVENTION STORE, INC.
2981 SOLOMONS ISLAND ROAD
EDGEBWATER, MD 21037

DATE ISSUED: JUNE 28, 2011
CURRENT NO: 221-11
CONTRACT TITLE: TRANSPORTATION-COMMUTER STORES
PRIOR NO: 301-10

THIS IS A NOTICE OF AWARD 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 JULY 1, 2011 and expires JUNE 30, 2012.

This is the FIFTH year award notice of a possible NINE year contract.

The contract documents consist of Agreement No. 191-07 including any exhibits, attached or amendments thereto.

CONTRACT PRICING

REFER TO EXHIBIT B FY 2012 PRICING.

ATTACHMENTS

1) EXHIBIT B FY 2012 PRICING
2) AGREEMENT NO. 191-07
3) COG RIDER

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: M. ELAINE CURL
VENDOR EMAIL: BCURL@THECONVENTIONSTORE.COM
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-14181168
COUNTY CONTACT: CHRIS HAMILTON

VENDOR TEL. NO.: 410-956-0001
VENDOR FAX NO.: 410-956-6592
COUNTY TEL. NO.: 703-228-3725

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DISTRIBUTION

VENOR: 1
BID FOLDER: 1
### Operating Budget and Expenditures

<table>
<thead>
<tr>
<th>ACCTG CODE</th>
<th>EXPENDITURES</th>
<th>PROPOSED BUDGET</th>
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<tbody>
<tr>
<td>2110</td>
<td>SALARIES AND WAGES</td>
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<td>2120</td>
<td>FRINGE BENEFITS</td>
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<td>2130</td>
<td>EDUCATION AND TRAINING</td>
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<td>2100</td>
<td>SUBTOTAL (2100)</td>
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<td>2240</td>
<td>OFFICE SUPPLIES &amp; MATERIALS</td>
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<td>2310</td>
<td>TRAVEL</td>
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<td>2321</td>
<td>COMMUNICATIONS SERVICES</td>
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<td>TELEPHONE SYSTEM MAINTENANCE CONTRACT</td>
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<td>POSTAGE &amp; DELIVERY</td>
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<td>UTILITIES</td>
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<td>PRINTING</td>
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<td>2350</td>
<td>MAINTENANCE &amp; REPAIRS</td>
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<td>VEHICLE MAINTENANCE/REPAIRS/FUEL</td>
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<td>2361</td>
<td>LOCAL ADVERTISING &amp; PROMO</td>
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<td>REGIONAL ADVERTISING &amp; PROMO</td>
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<td>DATA PROCESSING</td>
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<td>MANAGEMENT FEE</td>
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<td>2460</td>
<td>INDIRECT COSTS</td>
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<td>2481</td>
<td>PROFESSIONAL SERVICES (Web: CommuterDirect.com, CP.com)</td>
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<tr>
<td>2482</td>
<td>PROFESSIONAL SERVICES (Ballston Store Construction)</td>
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<td>2483</td>
<td>PROFESSIONAL SERVICES (Rosslyn Store buildout)</td>
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<td>2490</td>
<td>OTHER FIXED CHARGES(DUES,SUBSCRIPTIONS)</td>
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<td>2490</td>
<td>OTHER FIXED CHARGES(CREDIT FEE)</td>
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<td>SUBTOTAL (2400)</td>
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<td>OFFICE FURNITURE &amp; EQUIPMENT</td>
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<td>COMPUTER NETWORK MAINTENANCE CONTRACT</td>
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<td>2600</td>
<td>CONTRACTS, GRANTS, SUBSIDS ALLCTNS</td>
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<td>2800</td>
<td>CONTINGENCY(CAPITAL) (Parking &amp; Storage Space)</td>
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<td>2900</td>
<td>CAPITAL IMPROVEMENTS (DISTRIBUTOR MANAGER VEHICLE)</td>
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<td>2000</td>
<td>TOTAL EXPENSES</td>
<td>FY12 $3,983,972.08</td>
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Note: This budget includes Commuter Stores in Ballston, Rosslyn, Crystal City, Shirlington and Mobile. It also includes the Commuter Information Center (CIC: Call/Fulfillment/ART's 703-228-RIDE), the Distribution Warehouse, the e-commerce and web hosting for CommuterDirect/Page.com family of sites, buildout of new Ballston and Rosslyn Commuter Stores and purchase of new support vehicles.

Authorized by Chris Hamilton, Commuter Services Bureau Chief, DES Transportation.
THIS AGREEMENT is made, on the date of execution by the County, between The Convention Store, Inc., 2981 Solomon Island Road, Edgewater, MD 21037 ("Contractor"), a District of Columbia corporation 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 (FY 2006 Budget and Revised Statement of Fixed Management Fee), and Exhibit C (Insurance Checklist). 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 commuter store service. 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 Public Works 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 of this Agreement by the County and shall continue until 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, authorize continued operations of the Contractor for not more than five additional twelve (12) month periods from July 1, 2011 to June 30, 2016 (each period is referred to as “Subsequent Contract Term”). Notwithstanding anything herein to the contrary, the Contract Amount for each Subsequent Contract Term 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, other provisions of this Contract, and Exhibits A and 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 Management Fee specified in Exhibit B, unless such amount is modified as provided in this Agreement. The Management Fee Amount identified in Exhibit B 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 services have been performed to the satisfaction of the Project Officer.

**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 employees 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, sexual orientation, 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 for itself its employees and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $2,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases
of goods over $2,000 per transaction or purchases of services over $500 per transaction 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 and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, 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; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. 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. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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.

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 contractual disputes, administrative appeals, and protests are 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 pursuant to this Agreement.
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 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.
SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
This is a Contract with a Contract Term of four (4) years. The Management Fee, specified in Exhibit B, shall remain firm for the first twelve (12) months of the Contract Term and then adjusts for the ensuing three years according to Exhibit B. After the initial four years of the contract, the Management Fee 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 Management Fee 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 Management Fee using the procedure set forth above by the sixtieth (60th) day prior to the end of the Initial Contract Term or the end of any ensuing Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the Initial or Subsequent Contract Term. The Management Fee 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 Subsequent Contract Term or Terms.

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.

**EMPLOYEE DISHONESTY**

The Contractor shall be responsible to the County for the loss of or damage to any County real or personal property, or the loss or theft of any County funds or receipts. Before beginning the Work pursuant to this Contract, the Contractor shall provide to the County evidence of Comprehensive Dishonesty, Disappearance and Destruction ("3D") insurance covering Contractor employee dishonesty. The County, its elected and appointed officers, officials, employees, and agents, shall be named an additional insured on the policy for this coverage. The 3D coverage shall be in an amount not less than $100,000.

**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.

**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.

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 DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen
(15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

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.

**INSURANCE**

1. **General Insurance Requirements:**

1.1 The Contractor shall not start work under this Contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Purchasing Agent of an original, signed

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certificates of insurance or, alternately, at the County's request, certified copies of the required insurance policies.

1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

1.3 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."

Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 Arlington County (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the County, its elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract:

"The County Board of Arlington County 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 County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

1.6 The Contractor shall provide insurance as specified in the Insurance Checklist.

1.7 The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall continue in full force and effect until the Contractor
completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the County for which the County gives notice to the Contractor after the County's final acceptance of the work.

1.8 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, until final acceptance of the work by the County.

1.9 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.10 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.11 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.12 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.13 NOT USED

1.14 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.13 above.
1.15 The County may consider deductible amounts as part of its review of financial stability. All deductibles shall be assumed by the Contractor.

2 Contractor's Insurance - Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

   i. General aggregate limit is to apply per project

   ii Premises/Operations;

   iii. Actions of Independent Contractors;

   iv. Products/Completed Operations to be maintained for two years after completion of the work;

   v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;

   vi. Personal Injury Liability including coverage for offenses related to employment;

   vii. Explosion, Collapse, or Underground (KCU) hazards;

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

2.1.4 Employee Dishonesty - Employee Dishonesty insurance which will pay for loss to the County's property or money, caused by the fraudulent or dishonest acts of the Contractor's employees, and agents, whether acting alone or in collusion with others, at the limit stated in the Checklist.

3 Commercial General or other Liability Insurance -- Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions: The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:


1. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverages (Self Insurance)

4.1 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 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 7/18/07

THE CONVENTION STORE, INC.

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: M. FLAMNE CURL, PRESIDENT
DATE: 7/11/07
EXHIBIT A

SCOPE OF WORK

1. DESCRIPTION OF FACILITIES

Crystal City Store. The Commuter Store in Crystal City is located in the Crystal City Underground Shops at 1615-B Crystal Square Arcade, Arlington, VA 22202. The store is approximately 532 square feet. The County has a lease with the Charles R. Smith Companies for this space.

Ballston Store. The Commuter Store in Ballston is located in the Ballston Common Mall, 438 Wilson Boulevard, Store #1262, Arlington Virginia 22203. The store is approximately 500 square feet located on Mall Level 2. The County has a lease with Forest City Commercial Group for this space. The County intends to move this store in the Fall 2007 to the Ballston Metro Station plaza.

Rosslyn Store. The Commuter Store in Rosslyn is located at 1700 North Moore Street, Store #235, Arlington, VA 22209. The store is approximately 700 square feet. The County has a lease with The Clover Companies for this space.

Commuter Information Center (CIC). The CIC is located at 1735 N. Lynne Street, Suite 102, Arlington, VA 22209. The County has a lease with the JBG Companies for this space. The Information Center shares a 3,000 square foot space with Arlington Transportation Partners (ATP). The CIC has its own secure space of approximately 1,200 square feet and shares conference and kitchen facilities with ATP. This space is used for the fulfillment activities associated with CommuterDirect.com and CommuterPage.com and with call center activities associated with the 703.228.RIDE phone number. The County is currently negotiating for new, larger space within Rosslyn. It is expected that this facility will be re-located to the new space some time between September, 2007 and January 1, 2008.

Distribution & Logistics. A Distribution & Logistics warehouse space is located next door to The Commuter Store in Rosslyn at 1700 N. Moore Street. It is approximately 600 sq. ft. The warehouse is used to store timetables, brochures, maps and promotional items that are shipped or delivered to internal clients (other stores, ACCS staff), individual customers and companies that make the requests through our websites. The warehouse also stores bus stop information holders and transportation information display units.

The current contractor purchased, with County (ACCS) funds, a Chevy van (VIN # 1GCCG25VX61324402) for use by the Distribution & Logistics team (see item 5). The van will be turned over to the Contractor at the start of the new contract term.

All three brick and mortar Commuter Stores provide a retail area for public sales counter, brochure display racks and wall space for both electronic and static display of transit system maps and information. Securable and separated office and storage areas are also provided.

Furnishings include desks, chairs, personal computers, printers, telephones, credit card authorization communicators, cash registers, brochure racks, bulletin boards, storage shelves, signs, information holders and safes. The County is the lessor at the facilities and owns all of the furnishings and equipment contained in all of the facilities (see Appendix 1).
Mobile Store Retail Outlets. There are three (3) Mobile Commuter Store retail outlets. The two older units are built on 1998 Diamond chassis Model DC3100. Unit #1 has a VIN # of 4UZABFD9WC65759 and Unit #2 has a VIN # of 4UZABFD7WC65761. Matthews Specialty Vehicles, Inc. of Archdale, NC gutted the buses and rebuilt the interiors to resemble the brick and mortar retail outlets. Delivery of the vehicles was in March 2002. The County took delivery in April 2007 of a new store built by Winnebago. This unit has a VIN # of 1F6NP5Y460A16667.

- **Provision of Mobile Stores.** The County shall provide the vehicles to be used under this contract. The Contractor may use the vehicles provided by the County solely in the provision of services under this contract, as specified in the contract or as approved by the County Project Officer.

- **Lease Term.** The vehicle lease shall commence upon the receipt of the vehicles by the Contractor from the County and shall continue to the expiration of the Contract Term.

- **Lease Fee.** The Contractor shall pay the County the sum of one dollar ($1.00) per year for the lease of each vehicle.

- **Lease Termination.** Upon termination of this contract, the Contractor shall promptly return the vehicles to the County in good condition, excepting only normal wear and tear.

- **Insurance Required.** The Contractor shall provide insurance covering all County vehicles while in care and custody of the Contractor and used under this contract. Arlington County will be named additionally insured and lost payee for the vehicles used under this contract.

- **Title.** The County will remain the sole owner of the vehicles and the Contractor will not acquire any right, title, or other interest in the vehicles other than that of a bailee for hire. The Contractor shall not cause any interest, security or obligation to be created in the vehicles.

- **Maintenance, Storage and Fueling.** The Mobile Commuter Stores will be maintained by the County and provided with "Fuelman Cards" for diesel at the Office of Support Service (OSS) Equipment Division, 2701 S. Taylor Street, 22204. The Contractor shall comply with all rules, regulations and directives requested by OSS. Beginning this summer the vehicles will be housed each night at the Arlington Transit bus facility on U.S. Route 1 at Four Mile Run, Arlington, Virginia. The Contractor shall comply with all rules, regulations and directives requested by the managers of the facility.

2. **OPERATIONS OF THE COMMUTER STORE RETAIL OUTLETS**

A. **Hours of Operation**

Ballston Store hours are 10:00 a.m. to 7:00 p.m., Weekdays, and 10:00 a.m. to 3:00 p.m. on Saturdays. The Rosslyn and Crystal City Store hours are 10:00 a.m. to 7:00 p.m. weekdays.

All retail stores are closed on all Federal and County Holidays. The hours of operation of the retail stores may be changed only with the advance written approval of the County Project Officer. The County may request changes in hours it deems reasonable.

B. **Transit Information and Fare Media Sales**
The Contractor shall provide transit ticket sales and information services for walk-in customers. Information and fare media sales shall be provided for all local transit and commuter rail providers, including but not limited to Washington Metropolitan Area Transit Authority (WMATA) Metrorail and Metrobus, ART - Arlington Transit, Alexandria DASH, Montgomery County Ride-On, Fairfax Connector, Virginia Railway Express, MARC (Maryland commuter rail), PRTC OmniRide, MTA and more. The Contractor is responsible for ensuring that the each store maximizes the transit and commuter bus information (including both public and private operators).

It is the Contractor's responsibility for entering into agreements with each transit provider for sale of their transit fare media in return for a commission or permission to levy a transaction fee. Payment terms and reconciliation procedures are also spelled out.

The Contractor shall provide customers the option to pay for purchases by cash, check, credit card, Arlington County DHS Voucher and bank/debit card when feasible.

C. SmarTrip Card

The Contractor shall provide sale of and information about WMATA's SmarTrip Cards. The Contractor is responsible for ensuring that the Stores maximize customer convenience in relation to the SmarTrip Cards by coordinating with WMATA to become official SmarTrip Card Customer Service Centers.

C. Commuter Connections' Rideshare Matching, Guaranteed Ride Home, and Telework Services

The Contractor shall ensure that Commuter Connection's Rideshare Matching, Guaranteed Ride Home and Telework Services are prominently displayed. Contractor shall also ensure that customers can sign up for Ridematching and GRH services directly in the stores via using the Customer Computer User Stations or by handing in a completed hard-copy application, which will then be forwarded to Commuter Connections via fax the same day. All staff must be able to walk customers through the application process and assist them in obtaining a car or vanpool match or GRH.

The Contractor is responsible for the prominent promotion of all Commuter Connections materials.

D. Other Transportation Options Information

The Contractor shall ensure that other transportation options information such as bicycling maps and Washington Area Bicycling Association (WABA) information; HOV lane information and HOVCalculator.com; park and ride maps; carsharing (Zipcar and Flexcar); pedestrian information; vanpooling information including information about private vans such as VPSI; alternative vehicles such as electric bikes; and more shall be prominently displayed and that staff shall understand how to help customers take advantage of these options.

E. Signs, Maps, and Schedules

The Contractor shall place and remove signs, maps, and schedules as are necessary for the promotion and operation of all vendors and ACCS programs. No other information, including advertising, shall be placed in the Stores by the Contractor without the prior approval of the County.

F. Elderly and Disabled Services
The Contractor shall provide information about WMATA Elderly and Handicapped Services including Metro Access (regional paratransit) and Arlington STAR (Specialized Transportation for Arlington Residents - local paratransit) services for disabled persons and shall ensure that staff is able to respond to TDD line requests, offers registration and processing for Metro Senior Identification Cards and distributes Metro disabled applications. The Contractor shall provide any additional services, such as photo ID services for Metro/Arlington STAR, WMATA B&H, and other transit vendor B&H services as requested by the County.

G. ACCS Information

The Contractor shall prominently display and promote information pertaining to all ACCS operating and marketing programs including Arlington Transportation Partners, WALKArlington, Bike Arlington, Arlington Carshare and the Way To Go Arlington umbrella marketing campaign in the stores.

3. OPERATIONS OF THE MOBILE COMMUTER STORE

A. Hours of Operation

The Mobile Commuter Store hours are currently 7:00 am - 1:00 pm on Mondays at Ballston, 10:00 am - 1:30 pm on Tuesdays at Rosslyn, 6:30 am to 6:30 pm on Wednesdays at the Pentagon, 7:00 am - 1:00 pm on Thursdays at Courthouse and 7:00 am - 1:00 pm on Fridays at Pentagon City. The Mobile Commuter Store may also be booked at events and therefore need operate on many weekends and early mornings or late nights around the set schedule. The hours of operation of the store may be changed only with the advance written approval of the County Project Officer. The County may request changes in hours it deems reasonable.

B. Scope of Services

Items included in 2B through 2F above also pertain to the operations of The Mobile Commuter Store.

4. OPERATIONS OF THE COMMUTER INFORMATION CENTER (CIC)

A. Hours of Operation

The CIC shall be open and able to take live phone calls on the 703.228.RIDE information phone line from 6:30 am until 7:00 pm weekdays.

B. 703.228.RIDE

The 703.228.RIDE phone number is the published information phone number for The Commuter Stores, CommuterDirect.com and CommuterPage.com customer service, and ART - Arlington Transit bus service information.

Staff must have excellent knowledge of the above and in addition be able to help customers with trip planning and other commuting questions.

ACCS has a policy of answering the phone with a live voice during the hours of 6:30 am - 7:00 pm. The hours of live voice coverage by CIC may be changed only with the advance written approval of the County Project Officer. The County may request changes in hours it deems reasonable.
The Contractor shall coordinate all activities with the County Transit Operations staff and the County's selected ART contractor including training of staff about the ART routes and customer complaint resolution.

C. **Internet Operations**

Contractor shall be responsible for fulfillment activities associated with CommuterPage.com and its family of Internet web sites including answering email requests for commuting information and services. There are forms and "Contact Us" information links on the sites directing customers to email or call with questions. Staff, using the Administrative Back-End of CommuterPage.com must process these items on a daily basis.

Contractor shall be responsible for coordinating the updating of information on CommuterPage.com, such as new timetables, with the site's webmaster.

Contractor shall be responsible for all fulfillment activities associated with CommuterDirect.com and CommuterDirect.com Corporate Services including daily processing through the CommuterDirect.com Administrative web site of requests by individuals and companies for the sale of tickets, tokens and passes for MARC, VRE, WMATA, DASH, ART, Ride On, OmniRide, Georgetown Shuttle and other fares. Fulfillment of these orders is a daily process. All orders are promised to arrive within 2 business days. Automatic Renewable Orders are processed once a month or once per pass period. Corporate orders are processed monthly.

Contractor shall process orders in accordance with the terms as described to customers on the web site. It is the Contractor's responsibility to coordinate the updating of information on CommuterDirect.com with the site's webmaster and host agency.

Contractor shall work closely with ATP to coordinate customer service on Corporate Services Accounts, as ATP sells the service to companies and CIC processes the orders.

Contractor is responsible for utilizing and working with the County's selected web hosting firm to maintain and improve all the back-end CommuterPage.com/CommuterDirect.com Administrative systems to fulfill customer information and e-commerce requests and to administer the back-end systems for Distribution & Logistics stock and bus stops (Section 5. Distribution & Logistics Program). Contractor shall work with the web contractor to maintain and enhance the back-end software in the most efficient and customer-friendly manner.

5. **DISTRIBUTION & LOGISTICS PROGRAM**

The Distribution & Logistics program includes positions to manage, coordinate and fulfill the distribution of all hard copy materials (brochures, schedules, maps, posters, etc.) to:

- each of the Commuter Stores,
- individuals who request materials via the web sites or call center,
- companies that request bulk materials via the ATP web site or call line,
- property managers, retail outlets and other organizations that have transportation Information Display Units that need to be stocked.

These requests may come in via email, phone or from built-in forms on the Internet sites. All requests shall be fulfilled (shipped) within five business days with a goal of within two (2)
The contractor shall maintain relationships with all the transit and transportation options vendors in the region in order to maintain a supply of timetables and brochures sufficient for the needs of the ACCS program. All stock shall be inventoried using the CommuterPage.com Administrative Website built for such purpose.

The contractor is responsible for installing and maintaining the information panel hardware (referred to as an RCH or round cornered holder) and the map and schedule information inside each RCH located on each ART bus stop pole (472 stops) and at each Pike Ride (55) bus stop pole. Staff will coordinate with the ACCS Marketing Manager to ensure the timely replacement of information in the RCHs as schedules or maps change. Staff will update the Bus Stop Inventory using the CommuterPage.com Administrative Website built for such purpose.

A vehicle is leased and housed at 1735 N. Lynn for this purpose. The Contractor shall take over the current lease beginning with the new contract term or shall negotiate a new lease for a new vehicle.

6. MARKETING AND RESEARCH

The Contractor shall participate in developing and overseeing an annual marketing plan managed by the ACCS Marketing Manager through a third party advertising firm, chosen by the County, to coordinate all advertising and marketing for Arlington County Commuter Services. A small amount of local advertising money is available for the Contractor to promote the store locally, such as in the Mall or for special and holiday promotions to local customers. The Contractor will ensure that any promotions are coordinated and consistent with any County and ACCS promotions, Comuter Connections, WMATA, and other transit providers. The County reserves the right to approve all advertising and promotional activities and reallocate advertising and promotional funds as necessary for the good of the larger ACCS program.

The Contractor shall participate in an ACCS annual program of research and evaluation to determine transportation and air quality impacts and to better understand ACCS customers and how their needs are being met and to determine customer satisfaction of the services provided by the Contractor.

7. ORGANIZATION AND ENGAGEMENT

The Contractor shall manage and operate The Commuter Stores, The Mobile Commuter Store, the CIC and the Distribution & Logistics program for the benefit of the program in accordance with the highest standards for operation, management, and maintenance. The Contractor shall exercise its duties to assure an efficient and economic operation of all operations including hiring, utilizing and supervising personnel. All facilities and property shall be used solely for the purpose of transacting Stores and ACCS business.

8. EXPENSES AND BUDGET

A. Expenses of Operation

To be Paid by the Contractor: The Expenses of Operation include all expenses incurred by the Contractor directly in connection with the operation of the Commuter Stores Operations. The Expenses of Operation include the personal costs approved by the County through the annual budget process, such as payroll, payroll taxes, and related personnel burden (eg. health insurance and employee work related costs; permit and license fees for the Stores, if
any; compliance with all legal requirements; local advertising, as approved; telephones; postage; office maintenance and supplies; maintenance and repair of office equipment; and property insurance and any related deductible provision.)

To be paid by the County: Although included in the budget, Expenses of Operation paid directly by the County include rent, common area maintenance (CAM) fees, and utilities.

B. Budget

Each twelve-month period ending June 30 is referred to as a "Fiscal Year". At the end of each Fiscal Year, and not later than September 15 (unless amended by the project officer) of each year of the Contract Term, the Contractor shall prepare and submit to the County a Budget of estimated Revenue and estimated Expenses of Operation for the next Fiscal Year. The budget shall be prepared in a form agreed to in advance by the County and the Contractor. The budget, upon written approval by the County ("Approved Budget") shall be used by the Contractor as a guide for the actual operation of the operations described herein and as a limit on expenses to be incurred by the Contractor on the County's behalf.

The Contractor, upon written approval of the County, shall recommend amendments to re-allocate resources on expense line-items which do not affect the overall Approved Budget. A budget of approximately $2.2 million is expected for FY08.

C. Payment of Expenses of Operation

Payments of the Expenses of Operation shall be made by the Contractor subject to the approved Budget. The County shall reimburse the Contractor within thirty (30) days after receipt by the County's Project Officer of a monthly report for work performed to the satisfaction of the Contractor. The Contractor shall conduct a careful review of all invoices received for services performed, and supplies purchased in connection with maintaining and operating the Stores. The Contractor shall pay all Expenses of Operation determined to be in order when due and not later than thirty (30) days after the Contractor's receipt of such invoices. The Contractor shall carefully control Expenses of Operation in order to minimize the Expenses of Operation.

9. COMMUTER STORE REVENUE

The Contractor shall set up a Revenue Account to account for all revenues received during the operation of the Commuter Stores and Internet sites. Revenue is defined as all funds and proceeds derived from the operation of the Stores which are collected by the Contractor, including sales of fare media and merchandise, fees, commissions and profit generated from the sales of transit fare media and merchandise. All Revenue shall be deposited by the Contractor daily in a Depository Account in the name of the County in a bank selected by or approved by the County. Operating Revenues funds in the Depository Account shall not be commingled with any Working Capital Funds (See 9.8) advanced to the Contractor for initial operations of the Store. All funds in the Depository Accounts are the property of Arlington County. The Contractor is responsible to County for any loss of funds and proceeds derived from the operation of the Store due to dishonesty, theft, or any act or omission of the Contractor.

Disbursements from the Revenue Account shall only be made for payment of transit fare media and merchandise providers for what is owed on transit fare media sales and merchandise sales as provided for in consignment agreements.
The Contractor shall prepare a summary report of Sales, Fees and Commissions earned after each quarter. All net profit on the sale of fares and merchandise shall be paid to the County from the Revenue Account by the Contractor at the end of each quarter.

In emergency situations, where a cash-flow problem has occurred, the County's Project Officer may provide permission for the Contractor to utilize Revenue funds to cover operating expenses provided that the money is returned to the account within 60 days.

10. EXPENSE AND REVENUE STATEMENTS

A. Monthly Statement

Within twenty (20) days after the end of each month during the Contract Term, the Contractor shall deliver to the County a detailed written statement ("Monthly Statement") certified by an officer of the Contractor setting forth all Revenue collected and Expenses of Operation paid during the month. A photocopy of all invoices, vouchers, statements, purchase orders, and billings received and paid during the preceding month must also be included as documentation of the Expenses of Operation. The Monthly Statement shall include performance statistics and such other information relating to the operation of the Stores as may be requested by the Project Officer. Within thirty (30) days after the receipt of the Monthly Statement, the County will remit to the Contractor the full amount of the Expenses of Operation for the month covered by the statement, subject to changes that may be deemed appropriate to the County and Contractor.

B. Annual Report

On or before August 20 of each year during the Contract Term, the Contractor shall provide the County with a written statement (Annual Report) summarizing the Monthly Statements for the previous Fiscal Year, and include a written narrative summarizing the operating highlights of the year. The operating highlights portion of the report, shall be posted on the web in the Annual Reports section, after approval is provided by the County.

C. Books and Records

The Contractor shall keep separate records for each operation, from which all information contained in the Monthly Statements and Annual Report may be verified. Records shall be maintained and made available for inspection or audit by the County’s internal audit staff or outside, independent public Accountant(s), as designated by the County. Records shall be kept in an audible condition, and in accordance with generally accepted accounting principles. The Contractor shall set up a Cash Shortage/Overage account to which daily revenue deficiencies and surpluses shall be reported and reconciled at the end of each billing period. The County shall have the right to examine and copy records at reasonable times, at the County’s expense, after reasonable notice to the Contractor.

D. Expenses of Operation Bank Account

The Contractor shall establish an operating checking bank account that shall be used to account for all financial transactions of the Store. Working Capital (see B. below) shall be deposited to this account at the beginning of the contract period. All program funds resulting from this Agreement shall be deposited to this account. Authorized representatives of the County shall
have access to the records maintained by the bank with respect to such purposes as the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents. In alleged cases of fraud, alleged illegal activities or alleged mismanagement, the County has the right to seize the bank account containing contract funds until such matter is resolved to the satisfaction of the County.

E. Working Capital Funds

Before the commencement of the Contract Term, the County will advance to the Contractor working capital fund as follows: $15,000 Ballston, $15,000 Rosslyn, $30,000 Crystal City, $10,000 Mobile Store, and $30,000 CIC/Distribution for the Contractor's initial operating expenses. Within thirty (30) days of the expiration or other termination of this Agreement, the Contractor shall return the full amount of the working capital fund to the County, without demand or offset of any sort whatsoever.

11. Staff

The Contractor shall utilize staff or independent contractors as necessary for the performance of the Contractor's duties and obligations. The Contractor shall negotiate and obtain all necessary labor agreements covering its employees at the Stores. All Store employees shall be employees of or independent contractors of the Contractor and not of the County. The Contractor shall be responsible for the conduct and behavior of all its employees and independent contractors and shall only employ honest, competent, and courteous personnel capable of managing and operating the Stores. The County shall, throughout the life of this Agreement, 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. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

12. Standard Operating Plan

The Contractor shall be responsible for the preparation/updating of a Standard Operating Plan (SOP) for the entire operation. The Standard Operating Plan shall include a description of operating policies and procedures, cash handling procedures, and inventory control and reconciliation procedures. The cash handling procedures contained in the SOP (including definitions of revenue sources and categories, procedures for handling sales, discounts (if any), refunds, and records used to support sales (revenues)), may require the approval of the County Comptroller and the Treasurer prior to implementation.

13. Annual Program of Work

The Contractor shall develop an Annual Program of Work, and submit it to the County for approval at least fifteen (15) days before the commencement of the upcoming fiscal year, or by June 15 annually. The Annual Program of Work shall include, but not be limited to: any goals and objectives for the upcoming year; and a description of actions that shall be taken to meet these objectives.

14. Coordination of Activities with ACCS and IT'S Contractors

Although the Contractor is directly responsible to the County, through the County’s Project Officer, the Contractor shall also support and coordinate
its activities with other ACCS service contractors including Arlington Transportation Partners, ART - Arlington Transit, CommuterPage.com and CommuterDirect.com webmaster and web hosting agency, the ACCS Marketing Manager, Bike, Walk and Carshare Promotions Managers.

Further, as Arlington Transportation Partners is the "sales" entity for Arlington employers and major residential and commercial building managers the CIC shall provide "distribution" (delivery of employer and site specific materials) and other services as requested by ATP.

15. COMPLIANCE WITH LAWS

The Contractor shall manage the Stores in full compliance with all federal, state, and local laws, ordinances, and regulations relating to the Stores, including equal employment opportunity and governmental tax and withholding laws. The Contractor shall obtain and keep current all licenses and permits required in connection with the management and operation of the Stores and shall promptly notify the County of all notices it receives regarding governmental requirements affecting the Stores.

16. MAINTENANCE AND CONSTRUCTION

The Contractor is responsible for all maintenance, cleaning, and repair of the Stores and other facilities and all related equipment. The Contractor shall notify the County of any repair that it deems necessary, the cost of which is not provided for in the Approved Budget. The Contractor agrees that it shall indemnify and hold harmless the lessor of the store space, and its agents, their servants and employees, against and from all claims, actions, damages, liabilities and expenses (including reasonable attorney's and other professional fees) in connection with or arising from claims for mechanic's liens filed against the premises in which the Stores are located or related property, for labor performed or materials furnished or claimed to be furnished to the Contractor.

During the course of this contract an opportunity may arise for one or more of The Commuter Store retail locations to be renovated or to move and an entirely new store be built. A similar opportunity may also arise for The Mobile Commuter Stores, CIC or Distribution facility. The Contractor may be asked to manage, with coordination from the County project officer and Mall entity, the renovation or buildout of the new space including selecting and overseeing contractors in accordance with Mall and County requirements.

17. TAXES

The Contractor shall pay all taxes, if any, collected from the stores users, including sales, use and/or privilege taxes, and shall maintain records evidencing Revenue and the taxes collected as are required to substantiate the correctness of the tax returns filed. The Contractor shall prepare the documents required for reporting purposes, including the returns required to be filed, which must be submitted to the County at least ten (10) days before any such tax payment is due. The Contractor shall consult with the County and follow the County's directions with respect to the collection, reporting, and payment of all taxes and shall submit to audits with respect to the collection, reporting, and payment of taxes.

18. STRUCTURAL ALTERATIONS

The County expressly withholds from the Contractor the right to make any structural changes, repairs, or alterations to the Stores without the County's prior written approval, unless emergency repairs are required.
19. **DAMAGE OR DESTRUCTION**

If the stores are damaged or destroyed by fire or other cause, and the County determines that it will not repair and continue to operate the stores, the County will deliver written notice of such determination to the Contractor within fifteen (15) days after the event necessitating program termination and the County will have no further liability therefor.

20. **TERMINATION**

The County has the right to terminate the Contract upon written notice to the Contractor if the Arlington County Board decides not to appropriate funds which are required of the County under the terms of the Contract or if the Virginia Department of Rail and Public Transportation funding is not continued.

In the event of a sale, an exchange, or other disposition of a (the) Store(s), the Contract may be terminated, effective on the date of the event if another store location is not found.

Upon the expiration or termination of this Contract, the Contractor shall provide a full accounting to the County, including an inventory of all equipment. The Contractor shall cooperate with the County to accomplish an orderly transfer of the operation and management of the Stores to a party designated by County. Upon termination, the Management Fee, if any, shall be prorated to the date of the termination. Within thirty days (30) days from the expiration or termination, the Contractor shall deliver to the County a final Statement which shall detail any Management Fee or other amounts due to the Contractor. All Revenue held by the Contractor shall be immediately delivered to County. The County shall pay any sums due the Contractor, and the Contractor shall pay any monies due to County, not later than sixty (60) days after the termination or expiration of the Contract. Within thirty (30) days from the expiration or termination, the Contractor shall return the Working Capital to the County.

21. **COMPENSATION**

Compensation for the Contractor shall be broken down into two (2) categories, as follows:

1. **Management Fee.**

An annual management fee, paid in equal monthly increments, will compensate the Contractor for managing the activities as described in this Scope of Work.

2. **Special Projects Fee.**

From time to time the County may receive funding for specific, short-term projects, such as the State of Virginia sponsored Transportation Efficiency Improvement Fund (TEIF) grants or State sponsored Experimental Grants or even Federal grants that are in addition to ongoing program activity. Because this work is in addition to existing operations and programs, the County may provide the Contractor up to fifteen percent (15%) of the grant as compensation for development and implementation of the project, based upon the complexity of the project and the additional hours needed. This fee, if the County elects to provide it, would also be paid on an ongoing monthly basis until the completion of the project or the end of the grant cycle.
Funding received for special projects, which merely enlarges an ongoing activity without correspondingly increasing the complexity of the workload of the Contractor will not be granted this additional percentage fee.
## OPERATING BUDGET AND EXPENDITURES

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Note this budget includes Commuter Stores in Ballston, Roslyn, Crystal City, Shirlington and Mobile.  It also includes the Commuter Information Center (call fulfillment/703.228.RIDE), the Distribution warehouse, the e-commerce and web hosting, carsharing monitoring and buildout of the new Ballston Commuter Store on the Metro Plaza.  Authorized by Chris Hamilton, Commuter Services Bureau Chief, DES Transportation
Metropolitan Washington Council of Governments Rider Clause

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

A. 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.

B. 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).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. 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.

F. 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.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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Vendor Name: The Convention Store, INC.

Jay A. Freschi, JR.