NOTICE OF AWARD OF CONTRACT

TO: J.R. REINGOLD & ASSOCIATES, INC
1415 ELLIOT PLACE, NW
WASHINGTON, DC 20007

DATE ISSUED: DECEMBER 16, 2011
CURRENT CONTRACT NO: 503-12
CONTRACT TITLE: DES: FRESH AIRE CONSULTING SERVICES

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 in accordance with the response submitted by you on June 23, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on NOVEMBER 30, 2012.

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

The contract documents consist of the terms and conditions of Agreement No. 503-12, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 503-12, EXHIBIT B (BILLING RATES)

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON OCTOBER CPI-U.

ATTACHMENTS:

1) AGREEMENT 503-12

2) REQUEST FOR PROPOSALS NO. 503-12

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: KEVIN MILLER
TELEPHONE No.: 202-333-0400
EMAIL ADDRESS: REINGOLD@REINGOLD.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1396000

COUNTY CONTACT: SARAH O'CONNELL
TELEPHONE No.: 703-228-4797
EMAIL ADDRESS: SEOCONNELL@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Mr. Ashley Barnes
Procurement Officer

DATE DISTRIBUTION

12-16-11 VENDOR: 1

BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA (PRIVATE)
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA  22201

AGREEMENT NO. 503-12

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of execution by the County, between J.R. Reingold & Associates, Inc., 1415 Elliot Place, NW, Washington, DC, 20007 (“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:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Billing Rates), and Exhibit C (Nondisclosure and Data Security Agreement) (collectively, “Contract Documents”).

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

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide communications and marketing support for Fresh AIRE, as more fully described in Exhibit A. 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 the Work.

3. CONTRACT TERM
The Work shall commence on upon execution of this Agreement by the County, and the Work shall be completed no later than November 30, 2012 (“Initial Contract Term”), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by 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 under the same contract unit prices for not more than four (4) additional twelve (12) month periods from December 1, 2012 to November 30, 2016. Each such subsequent 12-month period may be referred to as a “Subsequent Contract Term”.

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph below and Exhibit B up to the maximum amount of $180,000.00 for the Contractor’s completion of the Work described and required in the Contract Documents for the Initial Contract Term. The
Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The billing rates shall remain firm for at least the Initial Contract Term. The billing rates for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor at the time the County elects to extend the Contract and the parties agree to that extension in writing. Increases in the billing rates 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 October of each year of the Contract.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract’s term. The billing rates that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

6. PAYMENT
The Contractor will be paid monthly upon its submission of a complete invoice, satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. 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. The amount paid shall be based on the estimate of the percentage of the total work under each Task completed during the month, subject to the Project Officer’s acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

7. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. 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 work or that the Contractor’s services have 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 Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days
thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract 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 by the parties in writing.

10. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

11. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two (2) 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 to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 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, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to 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.
12. NON-APPROPRIATION
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, Virginia. In the event of non-appropriation 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 shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent 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, or fewer, 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 that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or 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 set forth in this Contract.

14. 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 ordering 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. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

15. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract 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 pursuant to this section, 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 the sole responsibility of the Contractor.

16. 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.
17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of its Work pursuant to 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 the 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.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. 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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor
are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. **WARRANTY**
The Contractor warrants to furnish the goods and/or services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the delivery of goods and/or the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

21. **UNSATISFACTORY WORK**
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove, at the Contractor’s expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

22. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following 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) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to 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 Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to 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 in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontractors 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 subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County’s 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 reasonable 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 designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontractors 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 subcontractors and settle all outstanding liabilities and claims.
24. INDEMNIFICATION [NOTE: Virginia law does not permit the County to indemnify others; cross-indemnity provisions are not acceptable to the County]

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, 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, including the acts or omissions of its employees and/or subcontractors, 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 fulfill its obligations contained in this section, 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 any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

26. 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 Contract. 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 Contract, the Contractor’s remedy in the event
of termination of or dispute over the terms of this Contract shall not include any right to rescind, 
terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the 
provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of 
rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions 
of this “Copyright” paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable 
materials produced as a part of this Contract is prohibited unless 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 Contract.

27. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or 
disclose the County’s data or inputs.

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

The Contractor agrees to include the provisions of this section as part of any contract or 
agreement the Contractor enters into with subcontractors or other third parties for work related 
to work pursuant to this Contract.

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

28. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as 
confidential all County information obtained as a results of its Work under this Contract. 
Confidential information includes, but is not limited to, nonpublic personal information, 
personally identifiable health information, social security numbers, addresses, dates of birth, other 
contact information or medical information about a person, information pertaining to products, 
operations, systems, customers, prospective customers, techniques, intentions, processes, plans, 
expertise and any information entrusted to any affiliate of the parties. The Contractor shall take 
reasonable measures to ensure that all of its employees, agents, and subcontractors are informed 
of, and abide by, this requirement.
29. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County 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 State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was 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 procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

31. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fire, riot, rebellion, natural disaster, war, act of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fire, riot, rebellion, natural disaster, war, act of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

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

33. **RELATION TO COUNTY**
The Contractor will be an independent contractor, and neither the Contractor nor its employees or subcontractors 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. Furthermore, 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.

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All 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.

36. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

37. 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.

38. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

39. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

40. DISPUTE RESOLUTION
All disputes arising under this Agreement and the Contract, or their interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract, shall be submitted to the Project Officer for decision at the time of the
occurrence or beginning of the work upon which the claim is based, whichever occurs first. Each claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

42. 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.

43. 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.

44. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

45. 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 a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

46. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

47. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; and DATA SECURITY.

48. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.
49. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Reingold, Inc.
145 Elliot Pl., NW
Washington, DC 20007

TO THE COUNTY:

Project Officer
Arlington County, Virginia
Sarah O’Connell
2100 Clarendon Blvd., Ste 705
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

50. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

51. 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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

a. 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.
b. 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.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned
and hired).

d. The Contractor shall carry Errors and Omissions or Professional 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.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials,
employees, and agents shall be named as an additional insureds on all policies except
Workers Compensation and Auto and Professional Liability; and evidence of the
Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include
the following provision: "It is agreed that this policy is not subject to cancellation or non-
renewal until thirty (30) days prior written notice has been given to the Purchasing Agent,
Arlington County, Virginia." If there is a material change or reduction in coverage the
Contractor shall notify the Purchasing Agent immediately upon Contractor's notification
from the insurer. Any policy on which the Contractor has received notification from an
insurer that the policy has or will be cancelled or materially changed or reduced must be
replaced with another policy consistent with the terms of this Contract, and the County
notified of the replacement, in such a manner that there is no lapse in coverage. Not
having the required insurance throughout the Initial Contract Term or any Subsequent
Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in
force, or the Contractor must obtain an extended reporting endorsement consistent with
the terms of this Contract, until the applicable statute of limitations has expired, such date
as determined to begin running from the date of the Contractor's receipt of final
payment.

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

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

The Contractor shall require all subcontractors to maintain during the term of this Contract,
Commercial General Liability insurance, Business Automobile Liability insurance, and Workers'
Compensation insurance in the same form and manner as specified for the Contractor. The
Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon
request by the County.
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 assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to 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 Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

52. ACCESSIBILITY OF WEB SITE

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12-15-11

J.R. REINGOLD & ASSOCIATES, INC.

TAXPAYER ID (EIN) 52-1396000

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: ____________________________
DATE: 12/13/11
AGREEMENT NO. 503-12
EXHIBIT A

SCOPE OF SERVICES

A. Overview & Communications Objectives
Climate disruption is one of the most serious challenges facing our world today. To protect the health and economic well-being of current and future generations, we must reduce our emissions of heat-trapping gases by using the technology, know-how, and practical solutions already at our disposal. Arlington County is a recognized leader on environmental issues, but realizes more must be done. Therefore, Fresh AIRE – Arlington Initiative to Reduce Emissions was launched in 2007 to reduce harmful greenhouse gas emissions in Arlington County.

Program Goals
Arlington County set an ambitious goal to reduce the government’s greenhouse gas (GHG) emissions 10% from 2000 to 2012. More importantly, Arlington County began engaging the entire community to reduce emissions from residential, commercial, and institutional activities throughout the community.

AIRE and its related programs have the following supporting goals:
- Recognize, assist and encourage businesses to reduce emissions and energy needs.
- Assist and encourage residents to reduce their energy usage.
- Reduce Arlington County government’s greenhouse gas emissions.
- Engage and educate the community at all levels.

J.R. Reingold & Associates, Inc. ("the Contractor") will support the Arlington County AIRE team’s communications plan with the following objectives:

1. Create and enhance community awareness and visibility of AIRE and its related programs.
2. Build support among existing and new audiences.
3. Help expand and deepen participation in relevant activities in the residential and business communities.
4. Enrich the dialogue in Arlington and around the Washington, D.C., region about the need to reduce emissions and preserve our environment.

B. Audiences

Key audiences within Arlington include:

1. Residents, including:
   a. Single-family households
   b. Multi-family households
   c. Households where English is not the primary language spoken
2. Business Community
   a. Large and small local businesses (all sectors)
   b. Commercial property managers and building owners
   c. Multi-family building managers and owners
d. Business Improvement Districts  
e. Arlington Chamber of Commerce  

3. Other local organizations:  
a. Arlington-based federal installations  
b. Colleges and universities  
c. K-12 public schools  
d. Faith-based organizations and congregations  
e. Ronald Reagan Washington National Airport  

C. Program Elements

The communications program will provide support specific to the following four aspects of the AIRE initiative, which are all equally important.

1. The first is to help enhance and further the AIRE brand and AIRE’s related programs. This work will include refining program messaging to expand the awareness of the County’s overall initiatives, without diluting their specific focus or impact.

2. The second is support for the Arlington Green Games, an innovative program which engages property managers and office tenants in a friendly year-long competition to save money and reduce energy use in their buildings and offices, as well as reduce waste, save water, and reach other environmental goals. The Arlington Green Games program will not only help businesses improve their bottom line, but also help the County reduce the more than 40% of greenhouse gas emissions that come from the commercial office sector each year (based on the County’s 2007 greenhouse gas emissions inventory). Included in this support is assisting in replicating the program for other sectors (e.g. retail, restaurant, hotel, multi-family).

3. Lastly, support the multi-family program development and rollout. This program will provide property managers, homeowner associations, and tenants the resources needed to reduce utility usage and costs. At present AIRE has been working informally with a dozen multi-family properties and now desires to take their success and lessons learned to the broader community.

4. During the course of the Contractor’s fulfillment of this contract, the County will initiate an 18-month community engagement process to develop the Community Energy Implementation Workplan. The Contractor will be tasked with proposing a strategic plan for a keeping the project visible and engaging interested parties and stakeholders during the public input period.

D. Key Tasks

The communications program that is to be developed by the Contractor will be executed in a phased approach in the first contract year, as outlined below. Subsequent communications support in the four following years, if requested by the County and agreed to by the Contractor, will be assessed during the last phase of the first contract year so as to avoid a delay in communications support.
1. **PHASE 1: Data Collection, Research, and Strategic Planning**

   a. Arlington County needs guidance on more strategic, targeted messaging as the program seeks to reach audiences not engaged by our previous efforts. Currently, the resources, tools, and programs offered by the County to these various audiences are at varying levels, some being more structured (i.e. Community Energy Plan and the Arlington Green Games) and some being more self-service (i.e. AIRE Tips). The Contractor shall establish a foundation for this messaging by drafting a Communications Plan that shall be completed prior to the Contractor’s submission of preliminary recommendations of AIRE messaging for various audiences. This plan shall encompass the aspects of the Fresh AIRE program outlined above, including AIRE’s overall brand, the Arlington Green Games program, multi-family outreach, and the Community Energy Plan project.

   b. The Contractor shall conduct an assessment of local audiences to determine where the greatest need is for communications and which messages resonate with the audiences outlined in section B. “Audiences” above. Following the assessment, the Contractor will determine ways to refine the messaging to be the most impactful and actionable for creating greater awareness and buy-in of the County’s efforts to reduce emissions community-wide.

   c. The Contractor shall also consider new strategies for expanding the reach of AIRE. More specifically, the contractor shall work with AIRE to:

      i. Expand the Green Games concept to other business sectors (e.g. retail, restaurant, hotel, multi-family). Using the current Green Games program (including the website and resources) as a model, the Contractor shall assist the County in determining how to customize the program most effectively.

      ii. Connect with Arlington’s multi-family community and enhance broader utility tracking and reduction of energy consumption.

      iii. Reach a broader, more diverse group of residents.

   d. The Contractor shall assist AIRE staff in coordinating the promotion of other programs and events as they relate to and support AIRE’s mission and goals. These may include:

      i. Arlington County’s Green Home Choice program

      ii. Arlington County’s Car-Free Diet

      iii. EPA’s ENERGY STAR Program

      iv. EPA’s Home Performance with ENERGY STAR Program

      v. Earth Day, April 22nd

      vi. Energy Awareness Month, October

   e. The Contractor shall maintain regular communication with County AIRE staff, such as meetings and/or conference calls with AIRE team members, on-going communications and consulting, and monthly activity reports and budget reconciliations.
2. **PHASE 2: Materials Development**

a. The Contractor shall assist in writing and developing a variety of materials to support AIRE and its related programs. All materials must be consistent with the Fresh AIRE message and mission (stated above) and be used for educational, informational, and promotional purposes. The Contractor shall use current AIRE materials and formats to the extent possible to maintain uniformity among AIRE and its related programs.

b. Materials to be developed by the Contractor may include the following:
   i. New tools or downloadables to support the implementation and expansion of the Arlington Green Games program, e.g. newsletters, posters, tip sheets, etc.
   ii. Multi-family program promotional materials including but not limited to an action guide, targeted messaging to residents, door hangers, and presentation materials.
   iii. Logo use guidelines for both the AIRE and Arlington Green Games logos
   iv. Case studies and fact sheets for County successes (including EECBG projects, multi-family, and report cards) and community successes
   v. New tools or downloadables to support the implementation and adoption of the Community Energy Plan
   vi. Media Advisories and/or Press Releases
   vii. Updates to existing AIRE materials

c. The Contractor shall maintain regular communication with County AIRE staff, including in the form of meetings and conference calls with AIRE team members, on-going communications and consulting, and monthly activity reports and budget reconciliations.

<table>
<thead>
<tr>
<th>TABLE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 2 Milestones and Deliverables</strong></td>
</tr>
<tr>
<td><strong>Due Date</strong></td>
</tr>
<tr>
<td>Materials supporting the Green Games</td>
</tr>
<tr>
<td>Materials supporting the Multi-family program</td>
</tr>
<tr>
<td>AIRE logo use guidelines</td>
</tr>
<tr>
<td>Arlington Green Games logo use guidelines</td>
</tr>
<tr>
<td>Case Studies and Fact Sheets</td>
</tr>
</tbody>
</table>
3. **PHASE 3: Implementation and Program Management**

a. The Contractor shall support Arlington County’s ongoing outreach activities while also working to enhance or build upon these activities. The Contractor shall provide strategic guidance to the County’s Fresh AIRE team regarding how to best leverage each of those opportunities to provide the greatest value, visibility, and credibility to Fresh AIRE and its related programs. Some logistical and materials support (e.g. event set-up, provision of display materials/handouts, staffing events) will be required of the Contractor.

b. Some of these activities include:
   i. County-sponsored Events
      a. Green It workshop series
      b. Green Games events
   ii. Externally-sponsored Events
      a. ACE’s (Arlingtonians for a Clean Environment) Green Living Expo, Spring
      b. Home Show & Expo, April
      c. Taste of Arlington, May
      d. Arlington County Fair, August

c. The Contractor shall support the AIRE team in helping to leverage social media outlets currently in place (e.g. AIRE’s Blog, Facebook page, and Twitter account; Arlington Green Games Facebook page and Twitter account; Under One Roof Blog) to cover Fresh AIRE news, events, success stories, and/or partner updates. Recommendations from the Contractor to the County regarding other tools may also be considered by the County.

d. The Contractor shall pitch these stories and updates to local, regional, and national online press with the goal of building support for Fresh AIRE and enriching the local dialogue about the need to reduce emissions.

e. The Contractor shall maintain regular communication with County AIRE staff, such as meetings and conference calls with AIRE team members, on-going communications and consulting, and monthly activity reports and budget reconciliations.

f. The Contractor shall maintain throughout the Contract term a tracking system (i.e. Excel spreadsheet), in a form approved in advance by the County, for media hits, milestones, events covered, and related activity to document success in AIRE and the communications activity in particular.

### TABLE 3

<table>
<thead>
<tr>
<th>Phase 3 Milestones and Deliverables</th>
<th>Due Date</th>
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<tbody>
<tr>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>503-12</td>
</tr>
<tr>
<td>Logistical and materials support for County-sponsored events</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Logistical and materials support for externally-sponsored events</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Posts and updates in Social Media</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Pitches to external media</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

### E. PROJECT CALENDAR

<table>
<thead>
<tr>
<th>TABLE 6</th>
<th>Milestones and Deliverables</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Kick-off Meeting</td>
<td>Upon contract award by the County</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Communications Plan</td>
<td>30 days after contract award</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Assessment of local audiences</td>
<td>30 days after contract award</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Preliminary recommendations of AIRE messaging for various audiences</td>
<td>60 days after contract award</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Proposal to expand the Green Games concept</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Preliminary assessment of multi-family Program</td>
<td>60 days after contract award</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Cross-promotional programming</td>
<td>Ongoing</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Materials supporting the Green Games</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Materials supporting the Multi-family program</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>AIRE logo use guidelines</td>
<td>To be determined by the County</td>
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<tr>
<td><strong>2</strong></td>
<td>Arlington Green Games logo use guidelines</td>
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<td><strong>2</strong></td>
<td>Case Studies and Fact Sheets</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Materials supporting the Community Energy Plan</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Media Advisories and/or Press Releases</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Updates to current AIRE materials</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Logistical and materials support for County-sponsored events</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Logistical and materials support for externally-sponsored events</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Posts and updates in Social Media</td>
<td>Ongoing</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Pitches to external media</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
AGREEMENT NO. 503-12
EXHIBIT B

BILLING RATES

<table>
<thead>
<tr>
<th>Role/Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Senior Communications Consultant</td>
<td>$144.00</td>
</tr>
<tr>
<td>2. Senior Designer</td>
<td>$144.00</td>
</tr>
<tr>
<td>3. Media Relations Director</td>
<td>$144.00</td>
</tr>
<tr>
<td>4. Writer/Editor</td>
<td>$117.00</td>
</tr>
<tr>
<td>5. Designer Level 1</td>
<td>$107.00</td>
</tr>
<tr>
<td>6. Communications Associate</td>
<td>$90.00</td>
</tr>
<tr>
<td>7. Research Associate</td>
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</tr>
<tr>
<td>8. Outreach Coordinator</td>
<td>$80.00</td>
</tr>
<tr>
<td>9. Designer Level 2</td>
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</tr>
<tr>
<td>10. Social Media Consultant</td>
<td>$80.00</td>
</tr>
<tr>
<td>11. Media Relations Coordinator</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

Note: These are fully-burdened rates including all Direct Labor, overhead, and profit. Billing rates are subject to change on an annual basis pursuant to the section in the Agreement entitled "CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U".
AGREEMENT NO. 503-12
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

J.R. Reingold & Associates, Inc. ("Contractor") hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 503-12. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 503-12. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 503-12.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.
Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 503-12, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 503-12 and shall survive termination of Contract No. 503-12.

Signed: __________________________

Date: 12/13/11

Attest: __________________________

Date: 12/13/11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSALS NO. 503-12

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA, 22201, UNTIL 2:00 P.M. ON THE 23RD DAY OF JUNE, 2011 FOR:

THE PROVISION OF COMMUNICATIONS CONSULTING SERVICES IN SUPPORT OF ARLINGTON COUNTY’S FRESH AIRE (ARLINGTON INITIATIVE TO REDUCE EMISSIONS) INITIATIVE, FOR UP TO A FIVE (5) YEAR PERIOD

Proposals will not be publicly opened.

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

Arlington County, Virginia
Office of the Purchasing Agent

Pamela Hayes, Assistant Purchasing Agent
phayes@arlingtonva.us
TABLE OF CONTENTS

I. INTRODUCTION TO EVALUATION PROCESS AND MANDATORY REQUIREMENTS ..................... 3
II. INSTRUCTIONS TO OFFERORS .................................................................................. 4
III. INTRODUCTION TO REQUEST FOR PROPOSALS NO. 503-12. ........................................ 9
IV. SCOPE OF SERVICES ............................................................................................... 11
V. PROPOSAL REQUIREMENTS ..................................................................................... 16
VI. EVALUATION CRITERIA .......................................................................................... 18
VII. DRAFT AGREEMENT ............................................................................................. 19
VIII. ATTACHMENTS AND FORMS ............................................................................ 34

PROPOSAL FORM ........................................................................................................ 34
I. INTRODUCTION TO EVALUATION PROCESS AND MANDATORY REQUIREMENTS

Arlington County, Virginia (hereinafter, “the County”) is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Each proposal must contain evidence of the offeror’s experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and résumés of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information that will clearly demonstrate the offeror’s expertise in the area of the services sought by this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

A County Selection Committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The Selection Committee will rely primarily on the proposals submitted in order to select finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may award a contract or initiate negotiations with one or more offerors without further contact with any other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

MANDATORY REQUIREMENTS

The following requirements are mandatory. If a proposal does not meet them, that proposal will not be reviewed or evaluated.

- The contractor must have an office within thirty (30) statute miles of any geographical boundary of Arlington County.

If the Selection Committee should conclude after its initial review of a submitted proposal that the mandatory requirement above is not met, the proposal will be considered non-responsive and will not be evaluated further.
II. INSTRUCTIONS TO OFFERORS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Pamela Hayes, Assistant Purchasing Agent, at phayes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: “RFP No. 503-12 Questions”. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, offerors and prospective offerors are prohibited from contacting County staff other than the Office of the Purchasing Agent, unless such contact is initiated by County staff.

NO QUESTIONS SUBMITTED IN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF PROPOSALS WILL BE CONSIDERED.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. If this solicitation includes a separate County contact for technical information, offerors are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. PROPOSAL STANDARDS
For more detailed information on proposal requirements, please see Section V (“PROPOSAL REQUIREMENTS”) of this solicitation.

Any proposal submitted in response to this solicitation shall 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 and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders should be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals 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.

3. UNNECESSARILY ELABORATE RESPONSES
Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror’s lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the County.

4. PROPOSAL FORM SUBMISSION
The required Proposal Form is provided with this solicitation. One (1) proposal with a Proposal Form containing an original longhand signature, and five (5) additional copies, each including
a photocopy of the original signed Proposal Form (six (6) sets total), shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

Arlington County Government
Office of the Bid Clerk
Suite 511
2100 Clarendon Boulevard
Arlington, Virginia 22201

Timely submission of each proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Bid Clerk. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed Proposal Form using the Proposal Form provided in this solicitation shall be cause for rejection of the proposal. The Proposal Form must be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the County by an offeror or a prospective offeror shall, upon receipt by the County, become the property of the County.

5. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is submitted by an offeror in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the offeror must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Proposal Form, the data or other materials sought to be protected and state the reasons why protection is necessary or fails within the exceptions to the VFOIA. It is the offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

6. [Intentionally omitted.]

7. DEBARMENT STATUS
The offeror shall indicate, in the space provided on the Proposal Form, whether or not it, or any of its principals, is/are currently debarred from submitting proposals to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

8. CONFLICT OF INTEREST STATEMENT
The offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the offeror and notarized.
9. **QUALIFICATION OF OFFERORS**
Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each offeror may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County of a proposal and its respective offeror.

10. **EXPENSES INCURRED IN PREPARING PROPOSAL**
The County accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal. All expenses related to an offer are the sole responsibility of the offeror.

11. **INCOMPLETE DOCUMENTS**
Each offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential offeror downloaded an electronic version of the solicitation documents, that potential offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the County Purchasing Agent, the offeror hereby agrees to perform any work described in such missing or incomplete documents at the offeror’s sole expense and at no additional cost to the County.

12. **OFFEROR INVESTIGATIONS**
Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

13. **COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**
This solicitation is let under the Arlington County procedure “Competitive Negotiation for Goods and Services” as defined in the Arlington County Purchasing Resolution. Under this procedure, the content of the proposals and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

14. **ARLINGTON COUNTY BUSINESS LICENSES**
The successful offeror must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offerors should contact the Arlington County Business
15. AUTHORITY TO TRANSACT BUSINESS
Any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the offeror is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in Virginia. Failure of a prospective and/or successful offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information, prospective offerors should refer to the Commonwealth of Virginia State Corporation Commission website at www.scc.virginia.gov.

16. INSURANCE REQUIREMENTS
Each offeror should review the insurance requirements section carefully with its insurance agent or broker prior to submitting a proposal to ensure it can provide the specific coverage requirements and limits applicable to this solicitation. If the offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the offeror and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of proposals. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals.

17. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION
More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

18. PROPOSAL WITHDRAWAL
No proposal may be withdrawn after it is filed unless the offeror makes a request in writing to the County Purchasing Agent prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a contract within ninety (90) days after the date and time set for receipt of proposals.

19. [Intentionally omitted.]
20. **PARKING**
At most County government facilities, parking for contractors’ vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

21. **CONTRACT AWARD IN THE BEST INTERESTS OF THE COUNTY**
The County reserves the right to accept or reject proposals, to waive any informalities or irregularities therein and to contract as the best interests of the County may require in order to obtain the services that best meet the needs of the County, as described in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate the modification of terms and conditions with the offeror offering the best value to the County in conjunction with the award criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

22. **NOTICE OF DECISION TO AWARD**
The County will post a written Notice of Decision to Award in the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).
III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 503-12

Background and Overall Objectives:
Arlington County is seeking a communications firm focused in the areas of public relations, marketing, branding, and event management to support its local climate-action program Fresh AIRE (Arlington Initiative to Reduce Emissions). Additionally, this firm should be able to show specific experience in:

- Social marketing, including effective strategies:
  - To effect behavior change in individuals and target audiences for the benefit of the community
  - To reaching and educating diverse audiences
  - That work in local community settings
- Energy and environmental programs and/or campaigns
- Government-to-business communications
- Traditional media and social media tools
- Graphic design

Introduction to Arlington County:
Arlington, Virginia, is a world-class residential, business and tourist location that was originally part of the “10 miles square” parcel of land surveyed in 1791 to be the Nation’s Capital. It is the geographically smallest self-governing county in the United States, occupying slightly less than 26 square miles. Arlington maintains a rich variety of stable neighborhoods, quality schools and enlightened land use, and received the Environmental Protection Agency’s highest award for “Smart Growth” in 2002. Home to some of the most influential organizations in the world - including the Pentagon - Arlington stands out as one of America’s preeminent places to live, visit and do business.

Introduction to Fresh AIRE – Arlington Initiative to Reduce Emissions:
Climate disruption is one of the most serious challenges facing our world today. To protect the health and economic well-being of current and future generations, we must reduce our emissions of heat-trapping gases by using the technology, know-how, and practical solutions already at our disposal. Arlington is a recognized leader on environmental issues, but realizes more must be done. Therefore, Fresh AIRE – Arlington Initiative to Reduce Emissions was launched in 2007 to reduce harmful greenhouse gas emissions in Arlington County.

Program Goals
Arlington County set an ambitious goal to reduce the government’s greenhouse gas (GHG) emissions 10% from 2000 to 2012. More importantly, Arlington County began engaging the entire community to reduce emissions from residential, commercial, and institutional activities throughout the community.

AIRE and its related programs have the following supporting goals:
- Recognize, assist and encourage businesses to reduce emissions and energy needs.
- Assist and encourage residents to reduce their energy usage.
- Reduce Arlington County government’s greenhouse gas emissions.
- Engage and educate the community at all levels.

Green Games – Business Outreach
In January 2011, the County launched the inaugural season of the Arlington Green Games: Compete for Business Gold. This innovative business program is working to accelerate the
emissions reductions in the commercial office sector in 2011 and beyond. The long-term vision is to replicate this program model to other sectors of the business community.

Multi-Family Residential Outreach
Later this year, the County will release an outreach program specifically targeting Arlington’s multi-family residential sector to reduce electricity, gas, and water use. This program will provide apartments and condos the resources needed to track and reduce their utility bills.

Community Energy Plan
In January 2010, the County expanded its efforts to reduce emissions by initiating development of an Arlington County Community Energy Plan. In May 2011, the Final Report from the Community Energy and Sustainability Task Force was accepted by Arlington County Board and plans are now underway to develop the implementation plan. The implementation plan is expected to be ready in late 2012 and will address cutting-edge GHG emissions reductions programs and energy generation, distribution, storage, and use in the greater Arlington community over the next 40 years. The Community Energy Plan will establish energy goals and strategies to enhance Arlington’s economic competitiveness, ensure reliable and affordable energy supplies, and demonstrate the County’s long-term commitment to environmental responsibility.
IV. **SCOPE OF SERVICES**

A. **General:** The intent of this solicitation and resulting contract is to obtain the services of a qualified contractor to provide communications and marketing support for the County’s local climate action program Fresh AIRE – Arlington Initiative to Reduce Emissions.

B. **Overview & Communications Objectives**

The contractor will support the AIRE team’s communications plan with the following objectives:

- Create and enhance community awareness and visibility of AIRE and its related programs.
- Build support among existing and new audiences.
- Help expand and deepen participation in relevant activities in the residential and business communities.
- Enrich the dialogue in Arlington and around the region about the need to reduce emissions and preserve our environment.

C. **Audiences**

1. Key audiences within Arlington include:
   a. Residents, including:
      i. Single-family households
      ii. Multi-family households
      iii. Households where English is not the primary language spoken
   b. Business Community
      i. Large and small local businesses (all sectors)
      ii. Commercial property managers and building owners
      iii. Multi-family building managers and owners
      iv. Business Improvement Districts
      v. Arlington Chamber of Commerce
   c. Other local organizations:
      i. Arlington-based federal installations
      ii. Colleges and universities
      iii. K-12 public schools
      iv. Faith-based organizations and congregations
      v. Ronald Reagan Washington National Airport

D. **Program Elements**

The communications program will provide support specific to the following four aspects of the AIRE initiative, all equally important.

1. The first is to help **enhance and further the AIRE brand** and its related programs. This will include refining program messaging to expand the awareness of the County’s overall initiatives, without diluting their specific focus or impact.

2. The second is **support for the Arlington Green Games**, an innovative program which engages property managers and office tenants in a friendly one-year competition to save money and reduce energy use in their buildings and offices, as well as reduce waste, save water, and reach other environmental goals. The Arlington Green Games program will not only help businesses improve their bottom line, but also help the County
reduce the more than 40% of greenhouse gas emissions that come from the commercial office sector each year (based on the County’s 2007 greenhouse gas emissions inventory). Included in this support is assisting in replicating the program for other sectors (e.g. retail, restaurant, hotel, multi-family).

3. Lastly, support the multi-family program development and rollout. This program will provide property managers, homeowner associations, and tenants the resources needed to reduce utility usage and costs. At present we have been working informally with a dozen multi-family properties and look to take their success and lessons learned to the broader community.

4. Throughout the course of the contract, the County will also initiate an 18-month community engagement process to develop the Community Energy Implementation Workplan. The contractor will be tasked with proposing a strategic plan for keeping the project visible and engaging interested parties and stakeholders during the public input period.

E. Key Tasks

1. TASK 1: Program Messaging

   a. Arlington County is seeking guidance on more strategic, targeted messaging as the program seeks to reach audiences not engaged by our previous efforts. Currently, the resources, tools, and programs offered by the County to these various audiences are at varying levels, some being more structured (i.e. Community Energy Plan and the Arlington Green Games) and some being more self-service (i.e. AIRE Tips). The contractor shall establish a foundation for this messaging by first drafting a Communications Plan. This plan shall encompass the aspects of the Fresh AIRE program outlined above, including AIRE’s overall brand, the Arlington Green Games program, multi-family outreach, and the Community Energy Plan project.

   b. The contractor shall conduct an assessment of local audiences to determine where the greatest need is for communications and which messages resonate with select audiences. Following the assessment, the contractor will determine ways to refine the messaging to be the most impactful and actionable for creating greater awareness and buy-in of the County’s efforts to reduce emissions community-wide.

   c. The contractor shall also consider new strategies for expanding the reach of AIRE. More specifically, the contractor shall work with AIRE to:
      i. Expand the Green Games concept to other business sectors. Using the current Green Games program (including the website and resources) as a model, the contractor shall assist the County in determining how to customize the program most effectively.
      ii. Bring new ideas to the table to connect with Arlington’s multi-family community and enhance broader utility tracking and reduction.
      iii. Reach a broader, more diverse group of residents.

   d. The contractor shall assist AIRE in coordinating the promotion of other programs and events as they relate to and support AIRE’s mission and goals. These may include:
      i. Arlington County’s Green Home Choice program
      ii. Arlington County’s Car-Free Diet
      iii. EPA’s ENERGY STAR Program
iv. EPA’s Home Performance with ENERGY STAR Program  
v. Earth Day, April 22nd  
vi. Energy Awareness Month, October

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<th>TABLE 1</th>
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<tr>
<td><strong>Milestones and Deliverables</strong></td>
<td><strong>Due Date</strong></td>
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<tr>
<td>Communications Plan</td>
<td>30 days after contract initiation</td>
</tr>
<tr>
<td>Assessment of local audiences</td>
<td>30 days after contract initiation</td>
</tr>
<tr>
<td>Preliminary recommendations of AIRE messaging for various audiences</td>
<td>60 days after contract initiation</td>
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<td>Proposal to expand the Green Games concept</td>
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<tr>
<td>Preliminary assessment of multi-family Program</td>
<td>60 days after contract initiation</td>
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<tr>
<td>Cross-promotional programming</td>
<td>Ongoing</td>
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2. **TASK 2: Materials Development**

a. The contractor shall assist in writing and developing a variety of materials to support AIRE and its related programs. All materials must be consistent with the Fresh AIRE message and mission and be used for educational, informational, promotional, or actionable purposes. Current materials and formats will be used to the extent possible to maintain a consistent look and feel across AIRE and its related programs.

b. Materials may include some or all of the following:

i. New tools or downloadables to support the implementation and expansion of the Arlington Green Games program, e.g., newsletters, posters, tip sheets

ii. Multi-family program promotional materials including but not limited to an action guide, targeted messaging to residents, door hangers, and presentation materials.

iii. Logo use guidelines for both the AIRE and Arlington Green Games logos

iv. Assist in compiling case studies and fact sheets for County successes (including EECBG projects, multi-family, and report cards) and community successes

v. New tools or downloadables to support the implementation and adoption of the Community Energy Plan

vi. Media Advisories and/or Press Releases

vii. Updates to current AIRE materials

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<td><strong>Milestones and Deliverables</strong></td>
<td><strong>Due Date</strong></td>
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<tr>
<td>Materials supporting the Green Games</td>
<td>As needed</td>
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<tr>
<td>Materials supporting the Multi-family program</td>
<td>As needed</td>
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<td>AIRE logo use guidelines</td>
<td>October 31, 2011</td>
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<tr>
<td>Arlington Green Games logo use guidelines</td>
<td>November 30, 2011</td>
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<tr>
<td>Case Studies and Fact Sheets</td>
<td>As needed</td>
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<tr>
<td>Materials supporting the Community Energy Plan</td>
<td>As needed</td>
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RFP 503-12  
13
3. **TASK 3: Community & Business Outreach Support**

   a. The contractor shall support Arlington County’s current and ongoing outreach activities while also working to enhance or build upon these activities. The contractor shall provide strategic guidance on how to best leverage each of these opportunities to provide the greatest value, visibility, and credibility to Fresh AIRE and its related programs. Some logistical and materials support will be needed from the contractor.

   b. Some of these include:
      i. County-sponsored Events
         a. Green IT workshop series
         b. Green Games events
      ii. Externally-sponsored Events
         a. ACE’s (Arlingtonians for a Clean Environment) Green Living Expo, Spring
         b. Home Show & Expo, April
         c. Taste of Arlington, May
         d. Arlington County Fair, August

| TABLE 3 |
|---------------------|------------------|
| Milestones and Deliverables | Due Date |
| Logistical and materials support for County-sponsored events | TBD |
| Logistical and materials support for externally-sponsored events | TBD |

4. **TASK 4: Social Media Outreach**

   a. The contractor shall support the AIRE team in helping to leverage social media outlets currently in place (e.g., AIRE’s Blog, Facebook page, and Twitter account; Arlington Green Games Facebook page and Twitter account; Under One Root Blog) to cover Fresh AIRE news, events, success stories, and/or partner updates. Recommendations on other tools may also be considered.

   b. The contractor shall also pitch these stories and updates to local, regional, and national online press with the goal of building support for Fresh AIRE and enriching the local dialogue about the need to reduce emissions.

| TABLE 4 |
|---------------------|------------------|
| Milestones and Deliverables | Due Date |
| Posts and updates in Social Media | Ongoing |
| Pitches to external media | Ongoing |

5. **TASK 5: Account Maintenance**

   a. The contractor shall maintain regular communication with County AIRE staff, such as meetings and/or conference calls with AIRE team members, on-going communications and consulting, and monthly activity reports and budget reconciliations.
b. The contractor shall maintain a mutually-agreed upon tracking system of media hits, milestones, events covered, and related activity to document success in AIRE and the communications activity in particular.

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<th>TABLE 5</th>
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<td><strong>Milestones and Deliverables</strong></td>
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</tr>
<tr>
<td>Kick-off meeting</td>
<td>Upon contract award</td>
</tr>
<tr>
<td>Weekly call with Account Manager/AIRE Point Person</td>
<td>TBD</td>
</tr>
<tr>
<td>Monthly activity and budget status report</td>
<td>10th of the following month (or business day closest to, but not later than, the 10th)</td>
</tr>
</tbody>
</table>

F. PROJECT CALENDAR

<table>
<thead>
<tr>
<th>TABLE 6</th>
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</thead>
<tbody>
<tr>
<td><strong>Task</strong></td>
<td><strong>Milestones and Deliverables</strong></td>
</tr>
<tr>
<td>1</td>
<td>Communications Plan</td>
</tr>
<tr>
<td>1</td>
<td>Assessment of local audiences</td>
</tr>
<tr>
<td>1</td>
<td>Preliminary recommendations of AIRE messaging for various audiences</td>
</tr>
<tr>
<td>1</td>
<td>Proposal to expand the Green Games concept</td>
</tr>
<tr>
<td>1</td>
<td>Preliminary assessment of multi-family Program</td>
</tr>
<tr>
<td>1</td>
<td>Cross-promotional programming</td>
</tr>
<tr>
<td>2</td>
<td>Materials supporting the Green Games</td>
</tr>
<tr>
<td>2</td>
<td>Materials supporting the Multi-family program</td>
</tr>
<tr>
<td>2</td>
<td>AIRE logo use guidelines</td>
</tr>
<tr>
<td>2</td>
<td>Arlington Green Games logo use guidelines</td>
</tr>
<tr>
<td>2</td>
<td>Case Studies and Fact Sheets</td>
</tr>
<tr>
<td>2</td>
<td>Materials supporting the Community Energy Plan</td>
</tr>
<tr>
<td>2</td>
<td>Media Advisories and/or Press Releases</td>
</tr>
<tr>
<td>2</td>
<td>Updates to current AIRE materials</td>
</tr>
<tr>
<td>3</td>
<td>Logistical and materials support for County-sponsored events</td>
</tr>
<tr>
<td>3</td>
<td>Logistical and materials support for externally-sponsored events</td>
</tr>
<tr>
<td>4</td>
<td>Posts and updates in Social Media</td>
</tr>
<tr>
<td>4</td>
<td>Pitches to external media</td>
</tr>
<tr>
<td>5</td>
<td>Kick-off meeting</td>
</tr>
<tr>
<td>5</td>
<td>Weekly call with Account Manager/AIRE Point Person</td>
</tr>
<tr>
<td>5</td>
<td>Monthly activity and budget status report</td>
</tr>
</tbody>
</table>
V. PROPOSAL REQUIREMENTS

The offeror’s proposal shall address the specific items described above and include all of the requirements set forth below, not exceeding the stated page limitations (Microsoft Word, Arial font, 10pt; single-space and 8 1/2 x 11 size for each response item). Note: for page-counting purposes, “one page” equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

In order to facilitate the evaluation of proposals submitted in response to this solicitation, each offeror is required to prepare its proposal based on the instructions outlined in this section and shall structure its proposal so that it contains individual tabs/sections detailing proposed services. Proposals should be prepared as simply as possible, with straightforward, concise descriptions of the offeror’s capabilities to satisfy the requirements of this solicitation.

Each proposal must contain the following sections, and each section must be numbered and ordered as indicted below. Additional instructions are in the Instructions to Offerors section of this solicitation.

Section 1. Arlington County Proposal Form. One (1) fully-executed copy of the Proposal Form (4 pages) provided in this solicitation, which shall be the first pages in the first section of the proposal. The copy of the Proposal Form in the proposal marked “original” shall include an original longhand signature. The additional sets required herein may be photocopies of the original.

Section 2. Exceptions. Identification of any exceptions to the County’s Contract Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. Failure to identify any exceptions waives any later objections or revisions to contract language.

Section 3. Offeror’s Company Background and History. Offerors must provide a brief company background and history, limited to no more than two (2) pages, and two (2) pages per subcontractor, if applicable, providing the subcontractor’s company background and history.

Section 4. Statement of the Scope of Services. A statement that the offeror understands the scope of the services and a discussion of the approaches to be used by the offeror in reaching the objectives of the RFP, limited to no more than eight (8) pages.

Section 5. Offeror’s Qualifications and Experience. An explanation of the resources and abilities of the offeror, specifically the experience and qualifications of the offeror’s principals and employees to be assigned to the project, limited to no more than two (2) pages.

Section 6. References. Offerors shall provide a minimum of three (3) client references from the offeror’s current or former customers that are comparable to the County (i.e., local or state government, non-profit agency). The offeror must have provided such client references with communications and marketing consultant services within the last five (5) years.

RFP 503-12
16
Section 7. Proposed Level of Effort.
The level of effort proposed by the offeror to complete the project, including the number of hours (which must include all costs), by task and by staff position, limited to no more than two (2) pages.
VI. EVALUATION CRITERIA

For all proposals meeting the Mandatory Requirements set forth in Section I. of this solicitation, an assessment of each proposal will be made according to the following criteria:

- The extent to which the proposal meets the requirements of the solicitation and the extent to which the offeror is likely to be able to achieve the desired results;

- Qualifications and experience of the offeror in the particular disciplines covered by the solicitation. Arlington County is seeking a communications firm focused in the areas of public relations, marketing, branding, and event management. Additionally, this firm should be able to show specific experience in:
  - Social marketing, including effective strategies:
    - To effect behavior change in individuals and target audiences for the benefit of the community
    - To reaching and educating diverse audiences
    - That work in local community settings
  - Energy and environmental programs and/or campaigns
  - Government-to-business communications
  - Traditional media and social media tools
  - Graphic design
  - Working with clients in the government sector, at the state or local level.

- Qualifications and experience of assigned staff members;

- The capability, integrity, and reliability of the offeror;

- The methodology proposed, including proposed modifications to the approach outlined in the RFP;

- Understanding of the project and the County’s objectives;

- The cost of the services to be provided; and

- Exceptions to the County’s Contract Terms and Conditions.
VII. DRAFT AGREEMENT

THE FOLLOWING IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE SUCCESSFUL OFFEROR ("CONTRACTOR"), WITH INCOMPLETE INFORMATION TO BE ADDED BASED UPON THE FINAL NEGOTIATIONS BETWEEN THE COUNTY AND THE SUCCESSFUL OFFEROR. OFFERORS WHO PROPOSE TO USE ADDITIONAL OR MODIFIED CONTRACT TERMS MUST INCLUDE SUCH TERMS WITH THEIR PROPOSAL OR THEY WILL NOT BE SUBSEQUENTLY CONSIDERED. ARLINGTON COUNTY IS REFERRED TO HEREIN AS "COUNTY". NON-NEGOTIABLE, MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK ("**"). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR THE SUCCESSFUL OFFEROR'S SIGNATURE

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

AGREEMENT NO. 503-12

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between ______________________________________ ("Contractor") a [Insert Name of State] ______________________ [corporation, general partnership, Limited Liability Company, etc.] 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:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Pricing), and Exhibit C (Nondisclosure and Data Security Agreement) [collectively, "Contract Documents"].

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

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide communications and marketing support for Fresh AIRE. 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 the Work.
3. **CONTRACT TERM**
The Work shall commence on upon execution of this Agreement by the County, and the Work shall be completed no later than **INSERT DATE** ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by 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 under the same contract unit prices for not more than four (4) additional twelve (12) month periods from ____________ to ____________. Each such period may be referred to as a "Subsequent Contract Term".

4. **CONTRACT AMOUNT**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below and Exhibit B, for the Contractor’s completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract Amount and/or unit price shall remain firm for at least the Initial Contract Term. The Contract Amount and unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor at the time the County elects to extend the Contract and the parties agree to that extension in writing. Increases in the Contract Amount and unit prices 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 **JANUARY** of each year of the Contract.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract’s term. The Contract Amount or unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

6. **PAYMENT**
The Contractor will be paid monthly upon its submission of a complete invoice, satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. 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. The amount paid shall be based on the estimate of the percentage of the total work under each Task completed during the month, subject to the Project Officer’s acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.
7. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. **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 work or that the Contractor’s services have 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 Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

9. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract 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 by the parties in writing.

10. **REIMBURSABLE EXPENSES**
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

11. [Intentionally omitted.]

*12. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two (2) 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 to the subcontractor that remain unpaid after seven (7) days following receipt by
the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 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, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to 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.

* 13. NON-APPROPRIATION
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, Virginia. In the event of non-appropriation 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 shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

14. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent 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, or fewer, 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 that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or 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 set forth in this Contract.

* 15. 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 ordering 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. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.
16. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract 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 pursuant to this section, 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 the sole responsibility of the Contractor.

17. [Intentionally omitted.]

18. **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.

* 19. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of its Work pursuant to 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 the 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.

* 20. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

* 21. **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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. [Intentionally omitted.]

23. WARRANTY
The Contractor warrants to furnish the goods and/or services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the delivery of goods and/or the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

24. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove, at the Contractor's expense, such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

25. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term[s] and until the County determines that all of the following 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) within at least fifteen (15) days before termination of the Contract takes effect (“Cure
If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for all Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to 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 Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to 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 in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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

26. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County’s 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 reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

RFP 503-12  
25
After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated 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.

27. INDEMNIFICATION (NOTE: Virginia law does not permit the County to indemnify others; cross-indemnity provisions are not acceptable to the County)

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, 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, including the acts or omissions of its employees and/or subcontractors, 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 fulfill its obligations contained in this section, 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 any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

28. INTELLECTUAL PROPERTY INDEMNIFICATION

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

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, 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 any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
29. 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 Contract. 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 Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless 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 Contract.

30. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

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

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

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

31. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information,
personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

* 32. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County 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 State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was 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 procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

* 36. RELATION TO COUNTY
The Contractor will be an independent contractor, and neither the Contractor nor its employees or subcontractors 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. Furthermore, 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.
37. **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 this Contract.

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All 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.

39. **AUDIT**  
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

40. **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.

41. **AMENDMENTS**  
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

42. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**  
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.
43. **Dispute Resolution**
All disputes arising under this Agreement and the Contract, or their interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract, shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Each claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

45. **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.

46. **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.

47. **No Waiver**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

48. **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 a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

49. **No Waiver of Sovereign Immunity**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

50. **Survival of Terms**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; and DATA SECURITY.
51. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

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

TO THE CONTRACTOR:

________________________

________________________

________________________

TO THE COUNTY:

Project Officer
Arlington County, Virginia

________________________
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

* 53. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

54. 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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:
a. 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.

b. 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.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional 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.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

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

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

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 assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to 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 Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

* 55. ACCESSIBILITY OF WEB SITE

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

(CONTRACTOR)

TAXPAYER
ID (EIN): ____________________________

AUTHORIZED
SIGNATURE: _________________________

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: ______________________________

AUTHORIZED
SIGNATURE: _________________________

NAME AND
TITLE: ______________________________
DATE: ______________________________

RFP 503-12
33
VIII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 503-12

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201 NOT LATER THAN 2:00 P.M., JUNE 23, 2011 FOR PROVIDING COMMUNICATIONS AND MARKETING SERVICES FOR FRESH AIRE PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM THE COUNTY’S WEBSITE AT: HTTP://WWW.ARLINGTONVA.US/PURCHASING. HOWEVER, SUCH ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH ALL POTENTIAL OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

I. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN SIX (6) SETS, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD “ORIGINAL”, WHICH SHALL INCLUDE THIS PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND FIVE (5) ADDITIONAL COPIES, WHICH SHALL INCLUDE A PHOTOCOPY OF THE ORIGINAL SIGNED PROPOSAL FORM. THE ORIGINAL, SIGNED PROPOSAL FORM SHALL BE THE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): ___________________________ TITLE: ___________________________

E-MAIL ADDRESS: ___________________________

TEL. NO.: ___________________________

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the offeror must invoke the protection of this section prior to or upon submission of the
data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

( ) No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

State the specific reason(s) why protection is necessary:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).
CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the offeror to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

```
____________________________________________________________
____________________________________________________________
```  

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

AUTHORIZED SIGNATURE __________________________________________________________________
PRINT NAME AND TITLE ____________________________________________________________________

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
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<tr>
<td>FACSIMILE NO.:</td>
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<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
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</tbody>
</table>

THIS FIRM IS A:  
___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP,  
___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY,  
___ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE VIRGINIA SCC:

ANY OFFEROR EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS PROPOSAL WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS OR PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:
CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 503-12, and on behalf of the Offeror:

Certify that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the County as a result of this solicitation.

Affirm that if the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

Affirm that the offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: ________________________________

SIGNED BY: _______________________________ DATE: _______

NAME/TITLE: ________________________________

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA / STATE OF _____________
CITY/COUNTY OF ________________________________, to wit:

Personally appeared before me this ___ day of __________ 20___ the undersigned a Notary Public in and for the State and County of aforesaid, ________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the offeror and acknowledged that he/she has executed the same for the purposes therein contained.

______________________________
[Seal]

Notary registration number: ________________________________

My commission expires: ________________________________

RFP 503-12

37
AGREEMENT NO. 503-12
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

__________________________ (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 503-12. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 503-12. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 503-12.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an
industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 503-12, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 503-12 and shall survive termination of Contract No. 503-12.

Signed: ______________________________________

Date: ________________

Attest: ______________________________________

Date: ________________
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 503-12

AMENDMENT NUMBER 1

Arlington County Request for Proposals No. 503-12 (THE PROVISION OF COMMUNICATIONS CONSULTING SERVICES IN SUPPORT OF ARLINGTON COUNTY'S FRESH AIRE (ARLINGTON INITIATIVE TO REDUCE EMISSIONS) INITIATIVE, FOR UP TO A FIVE (5) YEAR PERIOD) is amended as follows:

A. **ADD:** Proposal Requirements, Section 7, Proposed Level of Effort: (See attached). Complete and submit with proposal. This section has been modified to have Offerors submit in the same format.

B. **THE FOLLOWING ARE ADDITIONAL QUESTIONS RECEIVED FROM INTERESTED OFFERORS ALONG WITH THE COUNTY RESPONSES:**

1. What is the budget range for this effort? Or, if no budget range has been set, what is the full time equivalent estimate?
   **Answer:** The budget is $180,000 annually, for up to 5 years.

2. To efficiently manage costs, we provide most materials online, but for a campaign of this size and scope some printing and production are generally required—particularly for events. Can you indicate the materials and their quantities that we will need to produce, or suggest a budget for the production of print materials and other ODCs?*
   **Answer:** Do not include printing costs. All printing will be completed in-house, by the County.

3. Is there an incumbent for this work? If yes, who is the incumbent?
   **Answer:** Yes. Bravery Corporation (previously 360jmg).

4. How are the evaluation criteria weighted?
   **Answer:** This information will not be released; however, please look at the section marked “Evaluation Criteria”.

5. How should we demonstrate "capability, integrity, and reliability"? Should this be through letters of reference? Or should we address through our narrative?
   **Answer:** Use your best judgment.

6. Under Section 6 - References, do you want just names and contact information, or a letter from the client, or a narrative describing our work for each client?
   **Answer:** Names, contact information, and type of work completed for client.

7. Given that the some monies from this program come from grants, are there specific metrics that our Proposed Level of Effort should be prepared to address?
   **Answer:** No.

8. It appears that the launch of the Green Games - Business Outreach program was in January of this year. Was the launch awarded as a separate contract and/or will the incumbent be submitting a proposal for the ongoing outreach?
   **Answer:** It was not awarded under a separate contract. The County does not know if the incumbent will submit a proposal.

503-12 Amendment No. 1 Page 1
9. In Task 2, you include Media Advisories and Press Releases in the list of sample materials: should the technical response include acting as the PR Agency of Record for the Fresh AIRE programs, or just providing support to your internal public affairs personnel?
Answer: Provide support.

10. In Tasks 3 and 4, are we to understand that we are providing guidance and support to your internal team, or are we leading the Outreach efforts?
Answer: Guidance and support.

11. For our pricing response, the RFP details some items (Communications Plan, Audience Assessment), but leaves open others (Supporting Materials, Press Releases, etc.) on an as needed basis. Would you prefer that we provide hourly rates for time and materials budgeting, or fixed pricing with descriptions/assumptions of what each item includes?
Answer: See paragraph A above.

12. Regarding instructions to offerors #14 “Arlington County Business Licenses” we are located in Alexandria, Virginia and have both an Alexandria business license and State of Virginia business license. Do we need an additional Arlington County business license?
Answer: This must be determined by the Arlington County Business Office.

13. Is there any existing research available on identified local audiences listed within the RFP?
Answer: Yes, see the County profile here: http://www.arlingtonva.us/departments/cphd/planning/data_mapscphdplanningdataandmapsprofile.aspx

14. How long has the county worked with the incumbent?
Answer: Three (3) years

15. Have there been multiple contracts between the county and the incumbent?
Answer: No, just the one contract.

16. Page 20 under #5 suggests that the first year of this contract may be a Firm-fixed-price. Can you confirm whether this would be a Time & Materials or Firm-fixed-price contract?
Answer: Time and Materials

17. Task 3 on page 14 states that “some logistical and materials support will be needed from the contractor.” Can you provide additional details about the types of logistical support that should be included in our budget, e.g., rental space, and production of materials?
Answer: Staff time to set-up and break-down booth equipment.

18. How many press releases, etc., are required for base years
Answer: Estimate three (3) press releases in the first year.

19. Is there a copy of the incumbent contract publicly available?
Answer: See www.arlingtonva.us/purchasing for all solicitations and contracts.

20. Task 1b on page 12 indicates that the contractor would conduct an assessment. Can you share information about the current data you have collected about local audiences so that we might know how to budget and what additional assessment is needed to best inform this work?
Answer: See #13 above.
21. For budgeting purposes, could you list the materials you need assistance in writing and designing. Could you estimate the number of pages for the materials? Will the creative materials be in Spanish and English?

Answer: See Section 2.b. for examples. Creative materials will be in English.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR PROPOSAL:

RECEIPT OF AMENDMENT NUMBER (1) IS ACKNOWLEDGED.

FIRM NAME: __________________________________________

AUTHORIZED SIGNATURE: ___________________________ DATE: __________
Complete and submit with your proposal:

Cost Proposal

Provide a proposed hourly rate associated with all proposed roles associated with the project, including hours, by task.

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<th>Task 1</th>
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