TO: THE DESTINATION SALES & MARKETING
GROUP, LTD.
20575 QUARTERPATH TRACE CIRCLE
STERLING, VA 20165

DATE ISSUED: JULY 13, 2011
CURRENT REFERENCE NO: 533-12
CONTRACT TITLE: DES TRANSPORTATION-ATP PROGRAM
PRIOR REFERENCE NO: 333-10

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 your response dated July 12, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JULY 31, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Agreement No. 202-07, including any exhibits attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT B (FY 2012 PRICING)

ATTACHMENTS:
1) EXHIBIT B (FY 2012 PRICING)
2) AGREEMENT NO. 202-07

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

---

VENDOR CONTACT: LOIS DEMEESTER
VENDOR TEL. NO.: 703-404-1913
VENDOR FAX. NO.: 703-404-1913

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1645406
EMAIL ADDRESS: LDMEESTER@TRANSPARTNERS.COM

COUNTY CONTACT: CHRIS HAMILTON
COUNTY TEL. NO.: 703-228-3725

---

CONTRACT AUTHORIZATION
Maryam Zahory
Procurement Officer

DATE 7/13/2011

DISTRIBUTION
VENOR: 1
BID FOLDER: 2
BY DESTINATION SALES & MARKETING GROUP (DS&MG)  
FOR ARLINGTON COUNTY COMMUTER SERVICES  
ATP OPERATIONS INCLUDING BIKE AND WALK ARLINGTON  
ADOPTED BUDGET FOR FISCAL YEAR 2012

OPERATING EXPENDITURES AND BUDGET  
PER FEDERAL, STATE AND LOCAL SOURCES

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<thead>
<tr>
<th>ACCTG. CODE</th>
<th>EXPENDITURES</th>
<th>FY12 ADOPTED BUDGET</th>
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Authorized by Chris Hamilton, Commuter Services Bureau Chief, DES Transportation
NOTICE OF
CONTRACT AMENDMENT

TO: THE DESTINATION SALES & MARKETING GROUP, LTD.
20575 QUARTERPATH TRACE CIRCLE
STERLING, VA 20165

DATE ISSUED: DECEMBER 8, 2010
CURRENT Reference NO: 333-10
CONTRACT TITLE: DES/ TRANSPORTATION ATP PROGRAM
AMENDMENT NO: 2

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

The above referenced contract is amended as follows:

SEE ATTACHED CORRECTED EXHIBIT B (AMENDMENT NO 2).

Pamela Hayes 12/8/10
Assistant Purchasing Agent

VENDOR: 1
BID FOLDER: 2
## OPERATING EXPENDITURES AND BUDGET

PER FEDERAL, STATE AND LOCAL SOURCES

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<td>AD HOC PROJECTS (ORG DEV, RETAIL, ST. TEAM)</td>
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<tr>
<td>2000</td>
<td>TOTAL EXPENSES</td>
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NOTICE OF AWARD OF CONTRACT
AMENDMENT NO. 1

TO:
THE DESTINATION SALES
MARKETING GROUP, LTD.
20575 QUATERPATH TRACE CIR.
STERLING, VA 20165

DATE ISSUED: SEPTEMBER 11, 2008
CURRENT NO: 341-08

CONTRACT TITLE: TRANSPORTATION - ATP PROGRAM
PRIOR NO: 202-07

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.

CHANGE ALL REFERENCES TO THE CURRENT REFERENCE NUMBER TO READ:
419-08

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

VENDOR CONTACT: LOIS R. DEMAESTER
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1645406
COUNTY CONTACT: CHRIS HAMILTON

VENDOR TEL. NO.: 703-404-1913
VENDOR FAX. NO.: 703-404-1913
COUNTY TEL. NO.: 703-228-3725

CONTRACT AUTHORIZATION
MARYAM ZAHORY 
Procurement Officer

DISTRIBUTION
VENDOR:
BID FOLDER:

1
2

DATE
9/11/08
NOTICE OF AWARD OF CONTRACT

TO: THE DESTINATION SALES MARKETING GROUP, LTD.
20575 QUATERPATH TRACE CIR.
STERLING, VA 20165

DATE ISSUED: JULY 7, 2008
CURRENT NO: 341-08

TRANSPORTATION - ATP PROGRAM

PRIOR NO: 202-07

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective AUGUST 1, 2008 and expires on JULY 31, 2009.

This is the SECOND year award notice of a possible TEN year contract.

The contract documents consist of the terms, conditions, and specifications of Agreement No. 202-07, incorporated herein by reference.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 202-07
THE MANAGEMENT FEE REMAIN FIRM FOR FIRST FOUR (4) YEARS OF THE CONTRACT

ATTACHMENTS:

AGREEMENT NO. 202-07
METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: LOIS R. DENEESTER
VENDOR TEL. NO.: 703-404-1913
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-404-1913
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1645406
COUNTY CONTACT: CHRIS HAMILTON
COUNTY TEL. NO.: 703-228-3725

CONTRACT AUTHORIZATION
MARY J. HABRIG
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2

7/3/08
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 202-07

THIS AGREEMENT is made, on the date of execution by the County, between The Destination Sales and Marketing Group, Ltd., 20575 Quarterpath Trace Circle, Potomac Falls, VA 20165 ("Contractor"), a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (FY 2008 Budget). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

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

SCOPE OF WORK
The Contractor shall perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is operating the Employer Service and Outreach Program, known as Arlington Transportation Partners. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon execution of this Agreement by the County and shall continue until July 31, 2008 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award authorize continued operations of the Contractor for not more than nine (9) additional twelve (12) month periods from August 1, 2008 to July 31, 2017 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each Subsequent Contract Term

AGREEMENT NO. 202-07
period shall be in an amount not to exceed the funds appropriated for the
Contract by the County Board of Arlington County, Virginia for the Subsequent
Contract Term.

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

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

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business
Licensees) of the Arlington County Code.

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

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or
   applicant for employment because of race, religion, color, sex, sexual
   orientation, national origin, age, disability or any other basis
   prohibited by state law related to discrimination in employment except
   where there is a bona fide occupational qualification reasonably
   necessary to the normal operation of the contractor. The contractor
   agrees to post in conspicuous places, available to employees and
   applicants for employment, notices setting forth the provisions of this
   nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for
   employees placed by or on behalf of the contractor, will state that
   such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance
   with federal law, rule or regulation shall be deemed sufficient for the
   purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans
   with Disabilities Act of 1990 which prohibits discrimination against
   individuals with disabilities in employment and mandates their full
   participation in both publicly and privately provided services and
   activities.

E. The contractor will include the provisions of the foregoing

   AGREEMENT NO. 202-97
paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

INDEMNIFICATION

The Contractor covenants for itself its employees and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

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

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

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

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

ANTI-TRUST
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 anti-trust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

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RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the County for its employees.

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

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including “hard copies” of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services under this Contract.

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

No termination of this Agreement shall have the effect of rescinding,

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- terminating or otherwise invalidating this section.

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

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

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

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have access) after the County’s audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

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

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

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

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

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPL-B
This is a Contract with a Contract Term of nine (9) years. The Management Fee, specified in Exhibit B, shall remain firm for the first four (4) years

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of the Contract Term. The Management Fee for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the Management Fee for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in April of each Contract Year.

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

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

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

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

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

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ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

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

TERMINATION FOR DEFAULT

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

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs

AGREEMENT NO. 203-07
required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

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

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $110,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 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.

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AGREEMENT NO. 202-07
The Contractor shall be responsible to the County for the loss of or damage to any County real or personal property, or the loss or theft of any County funds or receipts. Before beginning the Work pursuant to this Contract, the Contractor shall provide to the County evidence of Comprehensive Dishonesty, Disappearance and Destruction ("3D") insurance covering Contractor employee dishonesty. The County, its elected and appointed officers, officials, employees, and agents, shall be named an additional insured on the policy for this coverage. The 3D coverage shall be in an amount not less than $100,000.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

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

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

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

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AGREEMENT NO. 202-97
NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 9/1/07

THE DESTINATION SALES AND MARKETING GROUP, LTD.

TAXPAYER ID NUMBER, SSN/EIN: 54-1645406

AUTHORIZED SIGNATURE:
NAME AND LIS R. DE MEESTER- PRESIDENT
TITLE: DATE: 9/1/07

AGREEMENT NO. 202-07
DESCRIPTION/AVAILABILITY OF FACILITIES

Approximately 1,500 rentable square feet of office space shall be provided at 1735 North Lynn Street in Suite 102 (first floor) in the building known as International Place. The office is in a shared 3,000 sq. ft. total office suite, the other half of which is occupied by the ACCS Commuter Store Operations contractor operating the Commuter Information Center (CIC) call/fulfillment office. Conference room and kitchen facilities are shared. Although there is a common foyer and kitchen, the ATP suite is securely separate. The County will provide the space to the contractor free of charge solely for the use as the Arlington Transportation Partners. The County is currently negotiating for new, larger space within Rosslyn. It is expected that this facility, which will be shared and about triple the size of the current facility, will be re-located to the new space some time between September, 2007 and January 1, 2008.

All furnishings paid for by the County will convey to the Contractor from the previous contractor and include all workstations, computers and other furniture:

All of the furnishings and equipment contained therein are the property of the County. All supplies and equipment purchased by the Contractor as part of the Expenses of Operation of ATP are the property of the County and shall be surrendered to the County upon the expiration of the Contract Term. The Contractor shall take an inventory upon occupancy and provide a copy to the County.

ACCS EMPLOYER SERVICES PROGRAM SERVICE AREA

The service area of ATP shall include all of Arlington County. From time to time, special initiatives may allow ATP to operate beyond the County's borders.

STAFF

The Contractor shall utilize staff or independent contractors as are necessary for the performance of Contractor's duties and obligations. The Contractor shall negotiate and obtain all necessary labor agreements covering its employees at the ATP Employer Services Program. All Arlington Transportation Partners employees shall be employees of independent contractors of Contractor and not of the County. The Contractor shall be responsible for the conduct and behavior of all its employees and independent contractors and shall only employ honest, competent, and courteous personnel capable of carrying out the programs of the ATP. The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
The Contractor shall designate a Project Manager who will maintain office hours in the ATP office in Rosslyn. Other full and part-time staff for the project shall also work (be based) from this office.

OPERATIONS

The Contractor is responsible for overall management, operation and staffing of the Arlington Transportation Partners program as broken down into the following project areas:

Employer Services

Sales
The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of companies participating in some form of commuter benefits program. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to have all Arlington employers with 25+ employees providing employer-based commuter benefits for their employees.

The Contractor shall work with the Arlington Economic Development (AED) and the local business community to assist companies locating into the County with transportation options information, not limited to conducting surveys, transportation fairs, and making recommendations to the companies regarding setting-up commuter benefits programs. Each relocating company assisted shall count as the establishment of a new program.

Through the Employer Services Program the Contractor will "sell" prospective employers on and assist them in setting up customized commuter benefits programs including the following components for their employees:

- Tax-free transit benefits
- Telework
- Guaranteed Ride Home
- Carpooling
- Vanpooling
- Alternative Work Schedules
- Carsharing
- Parking
- Biking and Walking
- Air Quality Action Days and AIRE

The Contractor will assist the employer by providing at least the following services:

- Facilitation into Commuter Benefit Levels
- Implementation of Tax-Free Benefits
- CommuterDirect.com Corporate Services
- Transportation Survey

AGREEMENT NO. 202-07
Parking Management
Events and Promotions
Relocation Assistance
Transportation Information Display Units
Best Workplaces for Commuters

EMPLOYER SUPPORT

The Contractor shall 1) develop and 2) carry out a plan that facilitates the continued ongoing participation of existing commuter benefit programs. General goals are established annually between the Contractor and each June, just prior to the beginning of the upcoming fiscal year.

The Contractor shall establish a formal CBC (Commuter Benefits Coordinator) - also known as ETC (Employee Transportation Coordinator) - which shall act both to receive information and to carry-on the TDM mission from within each company. The starting point for establishing the CBC Network shall begin with existing clients. CBC Network activities shall include training of Commuter Benefits Coordinators, regular meetings, and a newsletter and web site to keep the CBCs up-to-date.

The Contractor shall, through the Support efforts, endeavor to convince companies to enhance existing commuter benefits programs for their employees and thus move up another Level.

COMmutER BENEFITS LEVELS

There are four levels of commuter benefits plans: Bronze, Silver, Gold and Platinum. The levels are established by the Metropolitan Washington Council of Government's (MWCOG) Commuter Connections program for regional tracking purposes. The Bronze or lowest level corresponds to an employer providing some basic transportation options information to their employees. Employers move up a level by providing their employees more TDM services. Descriptions of the Levels are on the ATP and Commuter Connections web sites.

The Contractor shall track employers by level and provide this information to Commuter Connections on a monthly basis.

Residential Services

According to the County's Department of Community Planning, Housing and Development, there are approximately 350 apartment buildings/complexes with 39,618 units as of February, 2006. There are also 139 condominium buildings/complexes with 21,968 units. The target audiences for the program are the approximately 500 managers/concierges of these buildings/complexes.

The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of multi-tenant residential condominium and apartment complexes participating in some form of on-site transportation options programs for their employees and their tenants. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to have all major multi-tenant apartment and condo projects providing transportation information and services to their residents. With 91% of the market already ATP clients, the effort at this point should largely focus on support.
The Contractor shall, where applicable, coordinate with Arlington Economic Development (AED), Community, Planning, Housing and Development (CPHD) and other organizations.

Through Residential Services the Contractor will sell and then support property managers on setting up customized transportation options programs promoting at least the following to their tenants:

- Transit and Paratransit
- SmarTrip
- Carsharing
- Biking and Walking
- Telework
- Guaranteed Ride Home
- Carpools and vanpools
- Alternative Work Schedules

The Contractor shall assist the property managers by providing the following services:

- Facilitation into Residential Benefit Levels
- Transportation Survey
- Events and Promotions
- Transportation Information Display Units

VISITOR SERVICES

According to Arlington Economic Development Visitor Services there are 41 major hotels in Arlington. The target audience for the program is the 41 managers/concierges of these hotels.

The Contractor shall:

- Develop and
- Carry out a sales plan that maximizes the number of hotels participating in some form of on-site transportation options programs for their employees and guests.

General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to maintain all major hotels as providing transportation and services to their guests. With 100% of the market already ATP clients, the effort at this point should largely focus on support.

The Contractor shall, where applicable, coordinate with Arlington Economic Development (AED) Visitor Services and other related organizations.

Through Visitor Services the Contractor will sell and then support managers/concierges on setting up customized transportation options programs promoting at least the following to their guests:

- Transit
- SmarTrip
- Biking and Walking

The Contractor will assist the property managers by providing at least the following services:

- Promotions

AGREEMENT NO. 202-07
Transportation Information Display Units

SERVICES FOR DEVELOPERS/PROPERTY MANAGERS
The Contractor shall coordinate with the County’s TDM Enforcement Officer to 1) develop and 2) carry out a plan that facilitates the initial (at or before occupancy) and ongoing (for the life of the agreement) compliance of developers and property managers with the TDM Site Plan Conditions for their building.

There shall be a clear demarcation of responsibilities. The County’s TDM Enforcement Officer will coordinate with the developers and property managers on all issues relating to enforcement, including collecting fees and surveys, in regards to approving their compliance with TDM Site Plan Conditions. ATP’s role is to assist developers, property managers and their employer tenants (in the case of commercial buildings) with understanding how to implement a TDM program (A, B, and C. above) at their site and therefore comply with the County’s conditions.

CommuterDirect.com Corporate Services
CommuterDirect.com Corporate Services (CDCS) is an ACCS Internet site where companies can manage employee tax-free transit benefits, place one-time orders and reload and manage SmarTrip funds. The Contractor shall be responsible for managing CommuterDirect.com Corporate Services (CDCS) sales and coordinating with the ACCS selected web hosting/builder/developer contractor and the ACCS Commuter Store Operations contractor (operating the back-end fulfillment of CDCS) to maintain and further enhance the web site with the goal of maximizing customer sales.

The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of employers using CDCS. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

OTHER TRANSPORTATION OPTIONS SALES/PROMOTIONS STAFF
From time to time, depending upon grant funding and County objectives, ACCS may have an opportunity to implement a special TDM sales/promotion project such as WALKArlington, Arlington Carshare. Should part-time or short term sales/promotion staff be needed, the Contractor may be asked to hire and provide office space and equipment to fulfill the project scope.

If this work is in addition to existing sales operations the County may provide up to 15 percent of the grant as compensation for development, oversight and implementation of the project, based upon the complexity of the project and the additional hours needed. This fee would also be paid on an ongoing monthly basis until the completion of the project or the end of the grant cycle. Funding received for special projects without correspondingly increasing the complexity of the workload of the Contractor shall not be granted this additional percentage fee.

Administration/Reporting
Documentation of ATP’s efforts is essential. The Contractor shall provide the following:

Quarterly Performance Report
Within twenty (20) days after the end of each quarter during the Term, the Contractor shall deliver to the County a Quarterly Performance Report, which shall track activity for the period covered in the report and compare it to the similar period one year ago and track activity year-to-date and year-to-
date one year ago. Activity shall adhere to COG Commuter Connections Employer Services protocol. Information may need to be broken down by business corridor (R-B, JD and other), company size, and size/type of program in a matrix format. Benchmarks shall be provided from which comparisons can be made, such as using the base number of companies in Arlington with 25+ employees and comparing it to the number of companies served through the program.

The report shall summarize how many clients, representing how many employees, units, or rooms are being provided services and are participating in what kind of programs. This represents what percent of the total marketplace in Arlington and is what kind of improvement over the previous period.

Workload measures such as workshops, promotional events, contacts and others shall also be tracked.

Reports should be presented with as little narrative as possible, instead using graphics and charts to present information and should not be more than a few pages.

ANNUAL REPORT

An annual fiscal year ATP report shall be produced by August 20 of each year that summarizes the activity of the previous fiscal year. A draft of the report shall be provided to the County prior to being finalized for distribution or put on the web site.

COG COMMUTER CONNECTIONS EMPLOYER OUTREACH PARTICIPATION AND REPORTING

The Contractor shall be responsible for complying with all aspects of the Employer Outreach agreement Scope of Work between the ACCS and the Council of Governments (COG), including filing all reports and participating in all required meetings.

OTHER MEETINGS

As a leader in the region on Employer Services activities, the Contractor shall be responsible for attending/coordinating with other relevant meetings including: COG Commuter Connections Subcommittee; COG Commuter Connections Marketing Committee; WMATA Marketing meetings; ACCS meetings; Association for Commuter Transportation (ACT) meetings; Virginia Department of Rail & Public Transportation TDM/Rideshare meetings, etc.

MARKETING AND RESEARCH

The Contractor shall participate in developing and overseeing an annual marketing plan managed by the ACCS Marketing Manager through a third party advertising firm, chosen by the County, to coordinate all advertising and marketing for Arlington County Commuter Services. Some funds shall be included in the ATP budget for marketing and promotions not carried out by the agency. The Contractor will ensure that any promotions are coordinated and consistent with any County and ACCS promotions, Commuter Connections, WMATA, and other transit providers. The County reserves the right to approve all advertising and promotional activities and reallocate advertising and promotional funds as necessary for the good of the larger ACCS program.

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

AGREEMENT NO. 202-07
ORGANIZATION AND ENGAGEMENT

The County shall execute and administer a contract with the selected Contractor to fulfill obligations spelled out by this Scope of Work.

The Contractor shall manage and operate the ATP and its assets for the benefit of the program in accordance with the highest standards for operation, management, and maintenance. The Contractor shall exercise its duties to assure an efficient and economic operation of ATP including hiring, utilizing and supervising personnel. Everything performed by Contractor shall be done as an independent Contractor.

EXPENSES, BUDGET, AND FINANCIAL STATEMENTS

The Contractor shall work with the ACCS Chief to develop budgets and shall administer all financial aspects of Arlington Transportation Partners including:

EXPENSES OF OPERATION

The Expenses of Operation include all expenses incurred by the Contractor directly in connection with the operation of Arlington Transportation Partners. The Expenses of Operation include the cost of payroll, payroll taxes, payroll related insurance and employee welfare costs; permit and license fees, if any; compliance with all legal requirements; advertising; communications services (telephones), rent, utilities, special delivery; postage; office and maintenance supplies; maintenance and repair; and insurance and amounts payable by Contractor under any deductible provision.

BUDGET

Each twelve-month period (fiscal year) ending June 30 is referred to as an Accounting Period. Contractor shall, not later than September 1 of each year of the Term, prepare and submit to the County a Budget of estimated Revenue and estimated Expenses of Operation for the next Accounting Period. The budget must be prepared in a form agreed to in advance by the County. The budget, upon written approval by the County (Approved Budget), shall be used by the Contractor as a guide for the actual operation of Arlington Transportation Partners and as a limit on expenses to be incurred on the County's behalf.

PAYMENT OF EXPENSES OF OPERATION

Payments of the Expenses of Operation shall be made by the Contractor subject to the approved Budget. Payment by the County to the Contractor shall be made within thirty (30) days after receipt by the County's ACCS Chief of a Monthly Statement invoice for work done to the satisfaction of the ACCS Chief. Contractor shall make a careful analysis of all bills received for services, work, and supplies ordered in connection with maintaining and operating the program and shall pay all Expenses of Operation determined to be in order when due and not later than thirty (30) days after Contractor's receipt of such bills. The Contractor shall carefully control Expenses of Operation in order to minimize the Expenses of Operation.

AGREEMENT NO. 202-07
MONTHLY STATEMENT

Within twenty (20) days after the end of each month during the Term, the Contractor shall deliver to the County a detailed written statement (Monthly Statement) certified by an officer of the Contractor setting forth all Revenue collected and Expenses of Operation paid during the month. A photocopy of all invoices, vouchers, statements, purchase orders, and billings received and paid during the preceding month also must be included as documentation of the Expenses of Operation. Within twenty (30) days after the receipt of the Monthly Statement, the County will remit to the Contractor the full amount of the Expenses of Operation for the month covered by the statement, less any adjustments for errors, inaccuracies and protested expenses. The Management Fee may be withheld or forfeited, at the discretion of the ACCS Chief Manager, for work that is incomplete or not filed on time.

ANNUAL FINANCIAL STATEMENT

On or before each August 20 during the Term, the Contractor shall provide the County with a written Annual Financial Statement summarizing the Monthly Statements for the last Accounting Period.

Books and Records

The Contractor shall keep separate records from which all information contained in the Monthly Statements and Annual Financial Statement Report may be verified. Such records must be maintained and made available for inspection or audit by the County's Internal Audit Staff or Outside Independent Public Accountant(s) so designated by the County at the County's expense. Records shall be kept in auditable condition and in accordance with generally accepted accounting principles. The County shall have the right to examine and copy books and records at reasonable times, at the County's expense, after reasonable notice to the Contractor.

STANDARD OPERATING PLAN

The Contractor shall be responsible for the preparation/updating of a Standard Operating Plan (SOP) for the Arlington Transportation Partners within 6 months of contract signing. The Standard Operating Plan shall include a description of operating policies and procedures, cash handling procedures, if any, and inventory control and reconciliation procedures as needed.

ANNUAL PROGRAM OF WORK

The Contractor shall develop and submit an Arlington Transportation Partners Annual Program of Work for approval by the County by July 1 annually. The Annual Program of Work shall include, sub plans for each of the four Operations areas (Employer, Residential, Visitor and Developer) and be coordinated with the annual update of the ACCS Work Plan and ACCS Annual Marketing Plan.

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AGREEMENT NO. 202-07
COMPLIANCE WITH LAWS

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

MAINTENANCE

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

TAXES

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

TERMINATION

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

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

AGREEMENT NO. 202-07
COORDINATION OF ACTIVITIES WITH ACCS AND IT'S CONTRACTORS

Although the Contractor is directly responsible to the County, through the County's Project Officer, the Contractor shall also support and coordinate its activities with other ACCS service contractors including The Commuter Store Operations, CommuterPage.com and CommuterDirect.com webmaster and web hosting agency, the ACCS Marketing Manager, Bike, Walk and Carshare Promotions Managers.

COMPENSATION

Compensation for the Contractor will be in two (2) categories as follows:

MANAGEMENT FEE

An annual management fee, paid in equal monthly increments, shall compensate the Contractor for managing the activities as described in this Scope of Work and to be agreed upon in the contract.

SPECIAL PROJECTS FEE

From time to time the County may receive funding for specific, short-term Employer Services projects, such as the State of Virginia sponsored Transportation Efficiency Improvement Fund (TEIF) grants or State sponsored Experimental Grants that are in addition to ongoing Employer Services program activity. Because this work is in addition to existing operations and programs, the County may provide 15 percent of the grant as compensation for development and implementation of the project, based upon the complexity of the project and the additional hours needed. This fee would also be paid on an ongoing monthly basis until the completion of the project or the end of the grant cycle.

Funding received for special projects which merely enlarge an ongoing activity without correspondingly increasing the complexity of the workload of the Contractor shall not be granted this additional percentage fee.
## AGREEMENT NO. 202-07

### EXHIBIT B

#### FY 2009 BUDGET

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<td>SALARIES/WAGES/INCENTIVES</td>
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<td>EDUCATION AND TRAINING</td>
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<td>OFFICE SUPPLIES &amp; MATERIALS</td>
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<td>COMMUNICATION SERVICES</td>
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<td><strong>MANAGEMENT FEE</strong></td>
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<td>RENT (1/2 split with CIC @ 364K)</td>
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<td>TAXES AND LICENSES</td>
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<td>PROFESSIONAL FEES (MARKETING)</td>
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<td>PROFESSIONAL FEES (WALK)</td>
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<td>AD HOC PROJECTS (ORG DEV., RETAIL, ST. TEAM)</td>
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<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>2,294,000</strong></td>
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USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

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

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

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

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

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

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

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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<td>Winchester Public Schools</td>
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</tbody>
</table>

Vendor Name: The Destination Sales & Marketing Group, Ltd.
Revised 2/22/08

Wils R. DeMeester, President.
NOTICE OF AWARD OF CONTRACT

TO: THE DESTINATION SALES MARKETING GROUP, LTD.
20575 QUATERPATH TRACE CIR.
STERLING, VA 20165

DATE ISSUED: SEPTEMBER 11, 2007
CURRENT NO: 202-07
CONTRACT TITLE: TRANSPORTATION - ATP PROGRAM
PRIOR NO: 174-06

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JULY 31, 2008.

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

The contract documents consist of the terms, conditions, and specifications of Agreement No. 202-07, incorporated herein by reference.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 202-07
THE MANAGEMENT FEE REMAIN FIRM FOR FIRST FOUR (4) YEARS OF THE CONTRACT

ATTACHMENTS:

AGREEMENT NO. 202-07

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: LOIS R. DEMEESTER VENDOR TEL. NO.: 703-404-1913
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR FAX. NO.: 703-404-1913
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1645406 COUNTY TEL. NO.: 703-228-3725
COUNTY CONTACT: CHRIS HAMILTON

CONTRACT AUTHORIZATION
MARYAM ZAHORY
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2

09/11/07
DATE

L:\N07\202-07
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 202-07

THIS AGREEMENT is made, on the date of execution by the County, between The Destination Sales and Marketing Group, Ltd., 20575 Quarterpath Trace Circle, Potomac Falls, VA 20165 ("Contractor"), a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (FY 2008 Budget). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

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

SCOPE OF WORK
The Contractor shall perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is operating the Employer Service and Outreach Program, known as Arlington Transportation Partners. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon execution of this Agreement by the County and shall continue until July 31, 2008 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award authorize continued operations of the Contractor for not more than nine (9) additional twelve (12) month periods from August 1, 2008 to July 31, 2017 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each Subsequent Contract Term
period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

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

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

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

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

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing

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AGREEMENT NO. 202-07
Drug-Free Workplace to be Maintained by Contractor

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Indemnification

The Contractor covenants for itself its employees and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the “County”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

County Purchase Order Requirement

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

Failure to Deliver

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment

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therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

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

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.
RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

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

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services under this Contract.

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

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

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

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

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

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

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

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

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

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

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
This is a Contract with a Contract Term of nine (9) years. The Management Fee, specified in Exhibit B, shall remain firm for the first four (4) years.

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of the Contract Term. The Management Fee for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the Management Fee for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in April of each Contract Year.

If the Contractor and the County do not agree on a Management Fee using the procedure set forth above by the thirtieth (30th) day prior to the end of the Initial Contract Term or the end of any ensuing Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the Initial or Subsequent Contract Term. The Management Fee charged as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the Subsequent Contract Term or Term.

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

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

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

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

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ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

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

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

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

Except as otherwise directed by the County, or in the case of termination for
default (in which event the Contractor may be entitled to cure, at the option
of the County), the Contractor shall stop Work on the date of receipt of
notice of the termination or other date specified in the notice, place no
further orders or subcontracts for materials, services, or facilities except
as are necessary for the completion of such portion of the Work not
terminated, and terminate all vendors and subcontracts and settle all
outstanding liabilities and claims.

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the
Purchasing Agent in whole or in part whenever the Purchasing Agent shall
determine that such termination is in the County's best interest. Any such
termination shall be effected by the delivery to the Contractor of a written
notice of termination at least fifteen (15) days before the date of
termination, specifying the extent to which performance of the work under
this Contract is terminated and the date upon which such termination becomes
effective.

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

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of
Insurance indicating that the Contractor has in force the coverage below
prior to the start of any Work under this Contract. The Contractor agrees to
maintain such insurance until the completion of this Contract. All required
insurance coverages must be acquired from insurers authorized to do business
in the Commonwealth of Virginia and acceptable to the County. The minimum
insurance coverage shall be:

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

Commercial General Liability - $1,000,000 combined single limit
coverage with $1,000,000 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.
The Contractor shall be responsible to the County for the loss of or damage to any County real or personal property, or the loss or theft of any County funds or receipts. Before beginning the Work pursuant to this Contract, the Contractor shall provide to the County evidence of Comprehensive Dishonesty, Disappearance and Destruction ("3D") insurance covering Contractor employee dishonesty. The County, its elected and appointed officers, officials, employees, and agents, shall be named an additional insured on the policy for this coverage. The 3D coverage shall be in an amount not less than $100,000.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

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

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

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.
NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

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

DATE: 9/7/07

THE DESTINATION SALES AND MARKETING GROUP, LTD.

TAXPAYER ID NUMBER, SSN/EIN: 54-1545406

AUTHORIZED SIGNATURE:

NAME AND TITLE: LUIS R. DEMEESTER - PRESIDENT

DATE: 9-1-09

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EXHIBIT A

SCOPE OF WORK

DESCRIPTION/AVAILABILITY OF FACILITIES

Approximately 1,500 rentable square feet of office space shall be provided at 1735 North Lynn Street in Suite 102 (first floor) in the building known as International Place. The office is in a shared 3,000 sq. ft. total office suite, the other half of which is occupied by the ACCS Commuter Store Operations contractor operating the Commuter Information Center (CIC) call/fulfillment office. Conference room and kitchen facilities are shared.

Although there is a common foyer and kitchen, the ATP suite is securely separate. The County will provide the space to the contractor free of charge solely for the use as the Arlington Transportation Partners. The County is currently negotiating for new, larger space within Rosslyn. It is expected that this facility, which will be shared and about triple the size of the current facility, will be re-located to the new space some time between September, 2007 and January 1, 2008.

All furnishings paid for by the County will convey to the Contractor from the previous contractor and include all workstations, computers and other furniture:

All of the furnishings and equipment contained therein are the property of the County. All supplies and equipment purchased by the Contractor as part of the Expenses of Operation of ATP are the property of the County and shall be surrendered to the County upon the expiration of the Contract Term. The Contractor shall take an inventory upon occupancy and provide a copy to the County.

ACCS EMPLOYER SERVICES PROGRAM SERVICE AREA

The service area of ATP shall include all of Arlington County. From time to time, special initiatives may allow ATP to operate beyond the County's borders.

STAFF

The Contractor shall utilize staff or independent contractors as are necessary for the performance of Contractor's duties and obligations. The Contractor shall negotiate and obtain all necessary labor agreements covering its employees at the ATP Employer Services Program. All Arlington Transportation Partners employees shall be employees or independent contractors of Contractor and not of the County. The Contractor shall be responsible for the conduct and behavior of all its employees and independent contractors and shall only employ honest, competent, and courteous personnel capable of carrying out the programs of the ATP. The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
The Contractor shall designate a Project Manager who will maintain office hours in the ATP office in Rosslyn. Other full and part-time staff for the project shall also work (be based) from this office.

OPERATIONS

The Contractor is responsible for overall management, operation and staffing of the Arlington Transportation Partners program as broken down into the following project areas:

Employer Services

Sales

The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of companies participating in some form of commuter benefits program. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to have all Arlington employers with 25+ employees providing employer-based commuter benefits for their employees.

The Contractor shall work with the Arlington Economic Development (AED) and the local business community to assist companies locating into the County with transportation options information, not limited to conducting surveys, transportation fairs, and making recommendations to the companies regarding setting-up commuter benefits programs. Each relocating company assisted shall count as the establishment of a new program.

Through the Employer Services Program the Contractor will "sell" prospective employers on and assist them in setting up customized commuter benefits programs including the following components for their employees:

- Tax-free transit benefits
- Telework
- Guaranteed Ride Home
- Carpooling
- Vanpooling
- Alternative Work Schedules
- Carsharing
- Parking
- Biking and Walking
- Air Quality Action Days and AIRE

The Contractor will assist the employer by providing at least the following services:

- Facilitation into Commuter Benefit Levels
- Implementation of Tax-Free Benefits
- CommuterDirect.com Corporate Services
- Transportation Survey

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EMPLOYER SUPPORT

The Contractor shall 1) develop and 2) carry out a plan that facilitates the continued ongoing participation of existing commuter benefit programs. General goals are established annually between the Contractor and each June, just prior to the beginning of the upcoming fiscal year.

The Contractor shall establish a formal CBC (Commuter Benefits Coordinator) - also known as ETC (Employee Transportation Coordinator) - which shall act both to receive information and to carry-on the TDM mission from within each company. The starting point for establishing the CBC Network shall begin with existing clients. CBC Network activities shall include training of Commuter Benefits Coordinators, regular meetings, and a newsletter and web site to keep the CBCs up-to-date.

The Contractor shall, through the Support efforts, endeavor to convince companies to enhance existing commuter benefits programs for their employees and thus move up another Level.

COMMUTER BENEFITS LEVELS

There are four levels of commuter benefits plans: Bronze, Silver, Gold and Platinum. The levels are established by the Metropolitan Washington Council of Government’s (MWCOG) Commuter Connections program for regional tracking purposes. The Bronze or lowest level corresponds to an employer providing some basic transportation options information to their employees. Employers move up a level by providing their employees more TDM services. Descriptions of the Levels are on the ATP and Commuter Connections web sites.

Contractor shall track employers by level and provide this information to Commuter Connections on a monthly basis.

Residential Services

According to the County’s Department of Community Planning, Housing and Development, there are approximately 350 apartment buildings/complexes with 39,618 units as of February, 2006. There are also 139 condominium buildings/complexes with 21,968 units. The target audiences for the program are the approximately 500 managers/concierges of these buildings/complexes.

The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of multi-tenant residential condominium and apartment complexes participating in some form of on-site transportation options programs for their employees and their tenants. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to have all major multi-tenant apartment and condo projects providing transportation information and services to their residents. With 91% of the market already ATP clients, the effort at this point should largely focus on support.
The Contractor shall, where applicable, coordinate with Arlington Economic Development (AED), Community, Planning, Housing and Development (CPHD) and other organizations.

Through Residential Services the Contractor will sell and then support property managers on setting up customized transportation options programs promoting at least the following to their tenants:

- Transit and Paratransit
- SmarTrip
- Carsharing
- Biking and Walking
- Telework
- Guaranteed Ride Home
- Carpooling and vanpooling
- Alternative Work Schedules

The Contractor shall assist the property managers by providing the following services:

- Facilitation into Residential Benefit Levels
- Transportation Survey
- Events and Promotions
- Transportation Information Display Units

**VISITOR SERVICES**

According to Arlington Economic Development Visitor Services there are 41 major hotels in Arlington. The target audience for the program is the 41 managers/concierges of these hotels.

The Contractor shall:

- Develop and
- Carry out a sales plan that maximizes the number of hotels participating in some form of on-site transportation options programs for their employees and guests.

General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

The ultimate goal is to maintain all major hotels as providing transportation information and services to their guests. With 100% of the market already ATP clients, the effort at this point should largely focus on support.

The Contractor shall, where applicable, coordinate with Arlington Economic Development (AED) Visitor Services and other related organizations.

Through Visitor Services the Contractor will sell and then support managers/concierges on setting up customized transportation options programs promoting at least the following to their guests:

- Transit
- SmarTrip
- Biking and Walking

The Contractor will assist the property managers by providing at least the following services:

- Promotions

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AGREEMENT NO. 202-07
Transportation Information Display Units

SERVICES FOR DEVELOPERS/PROPERTY MANAGERS

The Contractor shall coordinate with the County's TDM Enforcement Officer to 1) develop and 2) carry out a plan that facilitates the initial (at or before occupancy) and ongoing (for the life of the agreement) compliance of developers and property managers with the TDM Site Plan Conditions for their building.

There shall be a clear demarcation of responsibilities. The County's TDM Enforcement Officer will coordinate with the developers and property managers on all issues relating to enforcement, including collecting fees and surveys, in regards to approving their compliance with TDM Site Plan Conditions. ATP's role is to assist developers, property managers, and their employer tenants (in the case of commercial buildings) with understanding how to implement a TDM program (A., B., and C. above) at their site and therefore comply with the County’s conditions.

CommuterDirect.com Corporate Services

CommuterDirect.com Corporate Services (CDCS) is an ACCS Internet site where companies can manage employee tax-free transit benefits, place one-time orders and reload and manage SmarTrip funds. The Contractor shall be responsible for managing CommuterDirect.com Corporate Services (CDCS) sales and coordinating with the ACCS selected web hosting/builder/developer contractor and the ACCS Commuter Store Operations contractor (operating the back-end fulfillment of CDCS) to maintain and further enhance the web site with the goal of maximizing customer sales.

The Contractor shall 1) develop and 2) carry out a sales plan that maximizes the number of employers using CDCS. General goals are established annually between the Contractor and the County each June, just prior to the beginning of the upcoming fiscal year.

OTHER TRANSPORTATION OPTIONS SALES/PROMOTIONS STAFF

From time to time, depending upon grant funding and County objectives, ACCS may have an opportunity to implement a special TDM sales/promotion project such as WALKArlington, Arlington Carshare. Should part-time or short term sales/promotion staff be needed, the Contractor may be asked to hire and provide office space and equipment to fulfill the project scope.

If this work is in addition to existing sales operations the County may provide up to 15 percent of the grant as compensation for development, oversight and implementation of the project, based upon the complexity of the project and the additional hours needed. This fee would also be paid on an ongoing monthly basis until the completion of the project or the end of the grant cycle. Funding received for special projects without correspondingly increasing the complexity of the workload of the Contractor shall not be granted this additional percentage fee.

Administration/Reporting

Documentation of ATP’s efforts is essential. The Contractor shall provide the following:

Quarterly Performance Report

Within twenty (20) days after the end of each quarter during the Term, the Contractor shall deliver to the County a Quarterly Performance Report, which shall track activity for the period covered in the report and compare it to the similar period one year ago and track activity year-to-date and year-to-

AGREEMENT NO. 202-07
date one year ago. Activity shall adhere to COG Commuter Connections Employer Services protocol. Information may need to be broken down by business corridor (R-B, JD and other), company size, and size/type of program in a matrix format. Benchmarks shall be provided from which comparisons can be made, such as using the base number of companies in Arlington with 25+ employees and comparing it to the number of companies served through the program.

The report shall summarize how many clients, representing how many employees, units, or rooms are being provided services and are participating in what kind of programs. This represents what percent of the total marketplace in Arlington and is what kind of improvement over the previous period.

Workload measures such as workshops, promotional events, contacts and others shall also be tracked.

Reports should be presented with as little narrative as possible, instead using graphics and charts to present information and should not be more than a few pages.

ANNUAL REPORT

An annual fiscal year ATP report shall be produced by August 20 of each year that summarizes the activity of the previous fiscal year. A draft of the report shall be provided to the County prior to being finalized for distribution or put on the web site.

COG COMMUTER CONNECTIONS EMPLOYER OUTREACH PARTICIPATION AND REPORTING

The Contractor shall be responsible for complying with all aspects of the Employer Outreach agreement Scope of Work between the ACCS and the Council of Governments (COG), including filing all reports and participating in all required meetings.

OTHER MEETINGS

As a leader in the region on Employer Services activities, the Contractor shall be responsible for attending/coordinating with other relevant meetings including: COG Commuter Connections Subcommittee; COG Commuter Connections Marketing Committee; WMATA Marketing meetings; ACCS meetings; Association for Commuter Transportation (ACT) meetings; Virginia Department of Rail & Public Transportation TDM/Rideshare meetings, etc.

MARKETING AND RESEARCH

The Contractor shall participate in developing and overseeing an annual marketing plan managed by the ACCS Marketing Manager through a third party advertising firm, chosen by the County, to coordinate all advertising and marketing for Arlington County Commuter Services. Some funds should be included in the ATP budget for marketing and promotions not carried out by the agency. The Contractor will ensure that any promotions are coordinated and consistent with any County and ACCS promotions, Commuter Connections, WMATA, and other transit providers. The County reserves the right to approve all advertising and promotional activities and reallocate advertising and promotional funds as necessary for the good of the larger ACCS program.

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

AGREEMENT NO. 202-07
ORGANIZATION AND ENGAGEMENT

The County shall execute and administer a contract with the selected Contractor to fulfill obligations spelled out by this Scope of Work.

The Contractor shall manage and operate the ATP and its assets for the benefit of the program in accordance with the highest standards for operation, management, and maintenance. The Contractor shall exercise its duties to assure an efficient and economic operation of ATP including hiring, utilizing and supervising personnel. Everything performed by Contractor shall be done as an independent Contractor.

EXPENSES, BUDGET, AND FINANCIAL STATEMENTS

The Contractor shall work with the ACCS Chief to develop budgets and shall administer all financial aspects of Arlington Transportation Partners including:

EXPENSES OF OPERATION

The Expenses of Operation include all expenses incurred by the Contractor directly in connection with the operation of Arlington Transportation Partners. The Expenses of Operation include the cost of payroll, payroll taxes, payroll related insurance and employee welfare costs; permit and license fees, if any; compliance with all legal requirements; advertising; communications services (telephones), rent, utilities, special delivery; postage; office and maintenance supplies; maintenance and repair; and insurance and amounts payable by Contractor under any deductible provision.

BUDGET

Each twelve-month period (fiscal year) ending June 30 is referred to as an Accounting Period. Contractor shall, not later than September 1 of each year of the Term, prepare and submit to the County a Budget of estimated Revenue and estimated Expenses of Operation for the next Accounting Period. The budget must be prepared in a form agreed to in advance by the County. The budget, upon written approval by the County (Approved Budget), shall be used by the Contractor as a guide for the actual operation of Arlington Transportation Partners and as a limit on expenses to be incurred on the County's behalf.

PAYMENT OF EXPENSES OF OPERATION

Payments of the Expenses of Operation shall be made by the Contractor subject to the approved Budget. Payment by the County to the Contractor shall be made within thirty (30) days after receipt by the County's ACCS Chief of a Monthly Statement invoice for work done to the satisfaction of the ACCS Chief. Contractor shall make a careful analysis of all bills received for services, work, and supplies ordered in connection with maintaining and operating the program and shall pay all Expenses of Operation determined to be in order when due and not later than thirty (30) days after Contractor's receipt of such bills. The Contractor shall carefully control Expenses of Operation in order to minimize the Expenses of Operation.
MONTHLY STATEMENT

Within twenty (20) days after the end of each month during the Term, the Contractor shall deliver to the County a detailed written statement (Monthly Statement) certified by an officer of the Contractor setting forth all Revenue collected and Expenses of Operation paid during the month. A photocopy of all invoices, vouchers, statements, purchase orders, and billings received and paid during the preceding month also must be included as documentation of the Expenses of Operation. Within twenty (30) days after the receipt of the Monthly Statement, the County will remit to the Contractor the full amount of the Expenses of Operation for the month covered by the statement, less any adjustments for errors, inaccuracies and protested expenses. The Management Fee may be withheld or forfeited, at the discretion of the ACCS Chief Manager, for work that is incomplete or not filed on time.

ANNUAL FINANCIAL STATEMENT

On or before each August 20 during the Term, the Contractor shall provide the County with a written Annual Financial Statement summarizing the Monthly Statements for the last Accounting Period.

Books and Records

The Contractor shall keep separate records from which all information contained in the Monthly Statements and Annual Financial Statement Report may be verified. Such records must be maintained and made available for inspection or audit by the County’s Internal Audit Staff or Outside Independent Public Accountant(s) so designated by the County at the County’s expense. Records shall be kept in auditable condition and in accordance with generally accepted accounting principles. The County shall have the right to examine and copy books and records at reasonable times, at the County’s expense, after reasonable notice to the Contractor.

STANDARD OPERATING PLAN

The Contractor shall be responsible for the preparation/updating of a Standard Operating Plan (SOP) for the Arlington Transportation Partners within 6 months of contract signing. The Standard Operating Plan shall include a description of operating policies and procedures, cash handling procedures, if any, and inventory control and reconciliation procedures as needed.

ANNUAL PROGRAM OF WORK

The Contractor shall develop and submit an Arlington Transportation Partners Annual Program of Work for approval by the County by July 1 annually. The Annual Program of Work shall include, sub plans for each of the four Operations areas (Employer, Residential, Visitor and Developer) and be coordinated with the annual update of the ACCS Work Plan and ACCS Annual Marketing Plan.
COMPLIANCE WITH LAWS

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

MAINTENANCE

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

TAXES

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

TERMINATION

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

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

Although the Contractor is directly responsible to the County, through the County's Project Officer, the Contractor shall also support and coordinate its activities with other ACCS service contractors including The Commuter Store Operations, CommuterPage.com and CommuterDirect.com webmaster and web hosting agency, the ACCS Marketing Manager, Bike, Walk and Carshare Promotions Managers.

COMPENSATION

Compensation for the Contractor will be in two (2) categories as follows:

MANAGEMENT FEE

An annual management fee, paid in equal monthly increments, shall compensate the Contractor for managing the activities as described in this Scope of Work and to be agreed upon in the contract.

SPECIAL PROJECTS FEE

From time to time the County may receive funding for specific, short-term Employer Services projects, such as the State of Virginia sponsored Transportation Efficiency Improvement Fund (TEIF) grants or State sponsored Experimental Grants that are in addition to ongoing Employer Services program activity. Because this work is in addition to existing operations and programs, the County may provide 15 percent of the grant as compensation for development and implementation of the project, based upon the complexity of the project and the additional hours needed. This fee would also be paid on an ongoing monthly basis until the completion of the project or the end of the grant cycle.

Funding received for special projects which merely enlarge an ongoing activity without correspondingly increasing the complexity of the workload of the Contractor shall not be granted this additional percentage fee.
### FY 2008 BUDGET

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<th>EXPENDITURES</th>
<th>AMOUNT</th>
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<tr>
<td>SALARIES/WAGES/INCENTIVES</td>
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<td>FRINGE BENEFITS</td>
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<td>OFFICE SUPPLIES &amp; MATERIALS</td>
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