NOTICE OF AWARD OF CONTRACT

TO: WEBWORLD TECHNOLOGIES  
6412 BRANDON AVE SUITE 311  
SPRINGFIELD, VA 22150

DATE ISSUED: JUNE 10, 2013

CURRENT CONTRACT NO: 545-12

AED - WEB INTEGRATION & DEVELOPMENT SUPPORT

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.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on AUGUST 31, 2017.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO PARAGRAPH 5 (ATTACHED)

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

VENDOR CONTACT: CINDY FORD
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: LINDA KEENS
EMAIL: LKEENS@ARLINGTONVA.US

TELEPHONE NO.: 703-228-0833

CONTRACT AUTHORIZATION

DATE: 6/10/13

Elizabeth Dooley, CPPO, CPPB  
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1  
BID FOLDER: 2
THIS AGREEMENT is made, on the date of execution by the County, between
Webworld Technologies, 6412 Brandon Ave., Suite 311, Springfield, VA
22150 ("Contractor") a Delaware Corporation authorized to do business
in the Commonwealth of Virginia, and the County Board of Arlington
County, Virginia ("County"). The County and the Contractor, for the
consideration hereinafter specified, agree as follows:

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

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

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (hereinafter "the Work"). The primary purpose of the Work is
to provide all necessary hardware, software, and professional
Information Technology (IT) personnel to create, manage, trouble shoot,
repair, upgrade and provide required enhancements to maintain the
website content for Arlington Economic Development (AED). The Contract
Documents set forth the minimum work estimated by the County and the
Contractor to be necessary to complete the Work. It shall be the
Contractor’s responsibility, at the Contractor’s sole cost, to provide
the specific services set forth in the Contract Documents and
sufficient services to fulfill the purposes of the Work. Nothing in
the Contract Documents shall be construed to limit the Contractor's
responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Time is of the essence. The Work shall commence on the date of
execution of this Agreement by the County and shall be completed no
later than August 31, 2017 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit C for the Contractor's completion of the Work described and required in the Contract Documents.

This is a cost-reimbursement contract. The Contractor shall be paid the unit prices shown in the Contract Documents (Exhibit C) up to a maximum of $425,000.00 ("Contract Amount") over the term of the contract. The Contractor agrees that it shall complete the Work for the amount specified in each assignment. The total of all assignments shall not exceed the total contract value during the term of the contract unless such amount is modified as provided in this Agreement.

5. PAYMENT
The Contractor will be paid monthly upon its submission of a complete invoice, satisfactory to the Project Officer, that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on the estimate of the percentage of the total work under each Task completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

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

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

8. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit B and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

9. SOFTWARE LICENSE TERMS
Any software license to be executed by the County with the Contractor shall contain the following terms:

A. LICENSE GRANT
In connection with the transfer of possession of the software package provided pursuant to this Contract, the Contractor hereby grants to Arlington County a non-exclusive perpetual license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package.

B. OWNERSHIP
The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of the County without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in a single-user computer system.
The County agrees not to reverse compile or disassemble the Software.

The County agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

C. COPYING RIGHTS
The County may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

D. TERM
The term of this license agreement is for as long as the County uses the Software for its intended purpose. This license may be terminated by the County without further liability upon thirty (30) days prior written notice. The Contractor may terminate this license if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

E. SOFTWARE WARRANTY AND MAINTENANCE
The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Contract remains effective.

10. HARDWARE WARRANTY AND MAINTENANCE
The Contractor represents and warrants that all goods provided by it to the County pursuant to this Contract, will be new, free from defects in material and workmanship, and will conform to, and comply, function, and perform in accordance with the requirements and specifications, and that the Contractor will make all necessary adjustments, repairs, and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. The Contractor further warrants that each product furnished pursuant to this Contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of the Contractor's published literature, descriptions, and specifications whether or not such literature, descriptions, and specifications are included or referenced by a purchase order or this Contract.
All warranties shall survive inspection, acceptance, and payment, as long as this Contract remains in effect, and the County is current in its payments for on-going support services.

The County may, without notice to the Contractor, and at the County’s sole option, connect to the hardware purchased pursuant to this Contract any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. The Contractor shall promptly disclose upon the County’s request, subject to confidentiality, trade secret and non-competition agreements, the technical specifications for any given interface point of the ________. The County shall accurately and fully advise the Contractor, in writing, at least thirty (30) days before the County intends to connect either a new class of hardware or any hardware that will be directly connected to the CPU, and the Contractor shall have the right to inspect, at its own cost, the specifications and installation of any such new equipment. In the event that the Contractor is required to perform maintenance services on the ________ because of damage to the ________ resulting from the attachment of such equipment, such service shall be billed to the County at the then-current standard hourly maintenance rates.

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

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

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

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

15. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.
16. **PROJECT STAFF**  
The County will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

17. **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.

18. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**  
During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.
If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

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

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

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

22. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of
receipt of the notice of termination or other date specified in the notice; place no further orders or 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.

23. **INDENIFICAION**
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor shall pay all copyright, patent or other royalties, if any, in respect of the use of the software or System. The Contractor shall defend, at its expense, any action or claim brought against the County to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the Equipment or Licensed Software (or any part thereof) infringes any third party’s U.S. patent rights or breaches any third party’s U.S. copyright or industrial property rights and the Contractor shall pay any and all costs (including but not limited to fines, penalties, license fees, court costs, attorney’s fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by the County in respect of any such action. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by
the County and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract.

In addition, and without obviating the Contractor’s responsibilities set forth above, if the Equipment or Software (or any part thereof) becomes or in the Contractor’s opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, Contractor may, at its expense and option, with prior written notice of agreement by the County, do one of the following:

(a) modify the System so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the System;

(b) procure for the County the right to continue to use the System;

(c) substitute for the relevant Equipment or Licensed Software other equipment or software having a capability equivalent to the replaced Equipment or Licensed Software at no further expense to the County.

The Contractor shall have no liability respecting any claim of infringement or breach as aforesaid based entirely upon the combination, operation or use of the Equipment or Licensed Software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor’s specifications and instructions.

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

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

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

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

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

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

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

27. DATA SECURITY AND PROTECTION

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County’s Non-Disclosure and Data Security Agreement (NDA), “County Information” (also referred to as “County Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which
is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) **County’s Non-Disclosure and Data Security Agreement (NDA).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.

(b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) **Data Protection.** The Contractor agrees that it will protect the County’s Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County’s Chief Information Security Officer or designee.

(e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County’s Chief Information Security Officer or designee. The downloading of County information onto laptops or other
portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.

(f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.

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

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

28. **VIRGINIA FREEDOM OF INFORMATION ACT**
The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq, the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. The County Project Officer shall make available to the Contractor any VFOIA request in which the Project Officer reasonably believes the Contractor may have an interest in.

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

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

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

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

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

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

34. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns
and transfers to the County all rights, title, and interest in and to
all causes of action the Contractor may now have or hereafter acquire
under the antitrust laws of the United States or the Commonwealth of
Virginia, relating to the goods or services purchased or acquired by
the County under this Contract.
35. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

36. **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.

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

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

39. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

41. **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.

42. **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.

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

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

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

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

47. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.
40. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR:

Webworld Technologies, Inc.
6412 Brandon Ave., Suite 311
Springfield, VA 22150

TO THE COUNTY:

Linda Keens, Project Officer
1100 N. Glebe Road
Suite 1500
Arlington, VA 22201

AND

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

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

51. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:
a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
AUTHORIZED SIGNATURE: _____________________________________________
NAME AND TITLE: RICHARD D. WARREN, JR. Purchasing Agent
DATE: 7/17/2012

WEBWORLD TECHNOLOGIES
AUTHORIZED SIGNATURE: _____________________________________________
NAME AND TITLE: President
DATE: 7/16/2012
The Arlington County Board has a mission to serve the broader interest of the local economy by promoting economic development and expanding regional, domestic and international tourism. Arlington Economic Development (AED), a department of Arlington County Government, is responsible for marketing the County in each of these markets and market sectors. This is accomplished through a variety of marketing activities, one of which is a strong Internet presence.

For example, www.arlingtonvirginiausa.com helps attract and retain businesses to Arlington by providing information on the benefits of locating a business in Arlington; www.StayArlington.com attracts tourists to the County which brings business to Arlington hotels, restaurants, and shops; www.ShopArlington.com encourages residents to shop locally by offering them discounts at participating merchant establishments; and www.BRACarlingtonVA.us keeps Arlington workers and residents updated on that latest news and information regarding the BRAC transition.

AED’s primary website, www.arlingtonvirginiausa.com was built using Webworld Technologies’ content management system (CMS). While AED has a license for its use, Webworld Technologies owns the technology. As a result, any enhancements needed to add features and functionality to the site or troubleshoot technical issues that arise must be completed by Webworld Technologies staff.

This CMS, built over 10 years ago, provides the foundation for AED’s website. As the supplier of the vehicle which ties the frontend user interface together with AEDs backend data, Webworld Technologies is the only provider of website support for AED. As a result, AED requests sole source approval to contract with Webworld Technologies.
SOLE SOURCE JUSTIFICATION

SUPPLIER: Webworld Technologies
COMMODITY: Web integration and development support
ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE: $85,000.00
TOTAL ESTIMATED CONTRACT VALUE: $425,000.00

The person identified below requests that competitive procurement be waived and that the identified Supplier of the service or material described in this Sole Source Justification is authorized as a sole source for the service or material.

A MEMORANDUM DESCRIBING THE BASIS FOR THE SOLE SOURCE PROCUREMENT WITH THE SUPPORT DOCUMENTATION AS DIRECTED IN INITIALED ENTRY MUST BE ATTACHED. (More than one entry will apply to most sole source requests).

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.

_____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist.

_____ SOLE SOURCE REQUEST IS FOR THE ONLY GREATER WASHINGTON AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's - not the distributor's - written certification that identifies all regional distributors.

_____ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Attached memorandum shall explain.)

_____ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS AGENCY OR PERFORM THE INTENDED FUNCTION. (Attached memorandum shall describe details of specialized function or application.)

_____ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attached memorandum shall describe basis for standardization request.)

X NONE OF THE ABOVE APPLY. (Attached memorandum shall describe detailed explanation and justification for the request.)

Linda Keens Arlington Economic Development
REQUESTOR (Type or sign) DIVISION/BUREAU/DEPARTMENT
I. TASKS

While AED staff will handle the daily updating and maintenance of its web sites, at the direction of the Project Officer, the Contractor shall conduct web development work to repair broken applications and upgrade existing applications to enhance the overall user experience of AED sites. Services covered under this contract may include troubleshooting of web-based technical issues, development of new features and functionality for AED’s web sites, and/or integration of web applications into existing systems.

The AED sites are:

- www.ArlingtonVirginiaUSA.com
- www.ShopArlington.com
- www.StayArlington.com
- www.BRACArlingtonVA.us

When development work is identified, the Project Officer will outline the requirements of each project and submit those requirements to the Contractor. The Contractor shall review the requirements, clarify any details necessary, and provide a time/cost estimate to the Project Officer for review and approval.

Web-based projects that may arise include but would not be limited to the following types of services:

1. Add password-protection to a web page on the AED site so that presentations from recent events can be posted but only accessed by individuals who attend an event;

2. Repair the code behind AED’s “News” and “Events” Content Items so that an email is sent out to registered Content Approvers to alert them when Content Editors submit new “News” and “Events” items for the site so that they are aware of items pending approval;

3. Add fields to the AED’s building database so staff can set the exact location (latitude/longitude/elevation) of a building in the systems’ online building maps. This functionality is needed because the County posts building projects that are “under development” and often does not have recognized addresses in generic mapping tools;

4. Modify the existing Events content type so that Events tagged as “AED Events” appear in bold at the top of each Events page while at the same time removing event types that are no longer in use;

5. Add code to an existing Contact Form that enables submissions to be stored in a database where currently the data is only sent out via email; and

6. Other similar work as assigned by the AED Project Officer to the Contractor.
II. WORK ASSIGNMENTS

The Project Officer will provide a written work order to the Contractor for each project that outlines the details of the project assignment.

Within three (3) business days of receipt of the work order, the Contractor shall clarify any questions they have about the work order and submit to the County Project Officer a cost estimate, based on the prices provided in Exhibit C for the work, along with a projected time estimate from the notice to proceed (Purchase Order) date.

AED staff will assess the value of the work requested as compared to the cost of the project and the overall budget. Work orders accepted by AED staff will be considered fixed price projects by the County and the Contractor, unless amended by mutual agreement in writing.

If approved, AED will notify the Contractor who shall proceed with the work and provide a weekly oral status update and written monthly status report to the Project Officer until project completion.
Hourly personnel rates are established based on GSA Schedule GS-35F-0652N - under SIN (Special Item Number) 132-51 - Information Technology (IT) Professional Services.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CLIN # 51-022 Internet Project/Task Manager</td>
<td>$105.00</td>
</tr>
<tr>
<td>(previously Task Coordinator)</td>
<td></td>
</tr>
<tr>
<td>2. CLIN # 51-014 Documentation Specialist</td>
<td>$110.00</td>
</tr>
<tr>
<td>(previously Web Marketing Specialist)</td>
<td></td>
</tr>
<tr>
<td>3. CLIN # 51-025 Internet Software Developer II</td>
<td>$125.00</td>
</tr>
<tr>
<td>(previously Internet Software Developer I)</td>
<td></td>
</tr>
<tr>
<td>4. CLIN #51-029 Internet Visual Designer</td>
<td>$84.89</td>
</tr>
<tr>
<td>(previously Web Graphics Designer)</td>
<td></td>
</tr>
<tr>
<td>5. CLIN 51-030 Internet Visual Designer</td>
<td>$115.00</td>
</tr>
<tr>
<td>(previously Intermediate Web Graphics Designer)</td>
<td></td>
</tr>
<tr>
<td>6. CLIN 51-031 Internet Visual Designer III</td>
<td>$150.00</td>
</tr>
<tr>
<td>(previously Senior Web Graphics Designer)</td>
<td></td>
</tr>
</tbody>
</table>

The following fees are perpetual fees already paid by the County. Should the County require addition server license(s) the following fees would be applicable. The following sets forth the License Fees payable for the Licensed Products:

- **Webworld Content Manager (WCM) ver. 3.0 CMS software**
  - WCM Base System first server license: $22,000.00.
  - WCM Additional Server licenses: (4) @ $5,500 per server.

- **Webworld Content Manager (WCM) ver. 3.0 Multi Site Module**
  - WCM Multi Site Module first server license: $5,500.00.
  - WCM Multi Site Module additional servers licenses: (4) @ $1,250 per server.

- **WCM Multi-Site software Additional Sites**: 51 site licenses at $550 per-site.
AGREEMENT NO. 545-12
EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of WebWorld Technologies, Inc. (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 545-12 (the “Project” or “County Agreement” as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as “information” or “County information”).

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

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

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

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the County’s physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: [Signature]

Printed Name and Title: [Printed Name and Title]

Date: 7/16/2012