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

NOTICE OF AWARD OF CONTRACT

TO: Office of Sponsored Programs
North End Center, Suite 4200
300 Turner Street
Blacksburg, VA 24061

DATE ISSUED: February 18, 2015
CURRENT CONTRACT NO: 640-15

CONTRACT TITLE: Resource Recovery Research

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 May 31, 2016.

The contract documents consist of the terms, conditions, and specifications of agreement 565-15 and the terms and conditions incorporated herein by reference.

ATTACHMENTS:
AGREEMENT NO. 640-15.

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

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

VENDOR CONTACT: Charlene Bell
TELEPHONE NO.: 540-231-9393

VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: charle5@vt.edu

COUNTY CONTACT: Jeffrey Bergin
TELEPHONE NO.: 703-228-7939
EMAIL ADDRESS: Jbergin@arlingtonva.us

CONTRACT AUTHORIZATION
Guinevere Bruner, CPPB
Procurement Officer
Date 2/18/15
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 640-15

THIS AGREEMENT (hereinafter “Agreement” or “Contract”) is made, on the
date of execution by the County, between Virginia Polytechnic Institute
and State University, Office of Sponsored Programs, North End Center,
300 Turner Street NW, Suite 4200, Blacksburg, Virginia 24061
(“Contractor”), a Virginia Institution of Higher Education, in the
Commonwealth of Virginia, and the County Board of Arlington County,
Virginia (“County”). The County and the Contractor, for the
consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of
Work) and Exhibit B (Pricing Proposal).

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 order of precedence
shall be: Exhibit A and Exhibit B.

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 Building Non-Profit Recovery Resource Capacity Training.
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 to provide the specific
services set forth in the Contract Documents and sufficient services to
fulfill the purposes of the Work. Nothing in the Contract Documents
shall be construed to limit the Contractor’s responsibility to manage
the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence upon the execution of the Agreement by the
County, and shall be completed no later than MAY 31, 2016 (Initial
Contract Term), subject to any modifications as provided for in the
Contract Documents regarding the Contract Term. No Work shall be
deemed complete until it is accepted by the Project Officer.
4. **CONTRACT AMOUNT**
This is a fixed-price with payment milestones contract. The County will pay the Contractor in accordance with the terms of the Payment paragraph, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for an amount not to exceed $100,000.00 ("Total Contract Amount"). The Contractor agrees that it shall complete the Work for the Total Contract Amount specified in this section unless such amount is modified as provided in this Agreement.

5. **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 Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A and B) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices. This Agreement supersedes and replaces any terms and conditions of the County Purchase Order or other financial document(s) used to make payments.

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**
All changes to the Work must be in writing and signed by both County and Contractor. Changes that require adjustments to the price/compensation will require mutual agreement and a written amendment to this Agreement. 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 A and included in the Total 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.

9. **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.

10. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within thirty (30) 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 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 requirements with respect to each lower-tier subcontractor.

11. **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, except as stated herein, 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 sixty (60) 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.
Upon termination Contractor will be paid a pro-rata portion of the Total Contract Amount for work performed to the date of termination and for non-cancellable commitments incurred in the performance of the research to the date of termination, such amount not to exceed the Total Contract Amount. County will be provided the results of the research generated prior to the date of termination.

12. 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.

13. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of the Principal Investigator who will supervise the research or subcontractors assigned to the project by the Contractor. If the County reasonably rejects the Principal Investigator or subcontractors pursuant to this section, the Contractor will attempt to provide a replacement Principal Investigator or subcontractors satisfactory to the County in a timely manner, and at no additional cost to the County. Changes in staff shall not result in an increase to the Total Contract Amount or any changes to the project schedule unless an amendment is executed by both parties as set forth in Section 30 of this Contract. 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. In the event that a successor Principal Investigator acceptable to both Contractor and County is not available, this Agreement shall be terminated as provided in Section 22 herein.

14. 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.

15. 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.

16. **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.

17. **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.

18. **SAFETY**
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors 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 Program of the Department of Labor and Industry for 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 (1) 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 and trained in 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 this Contract.

19. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth herein. The Contractor shall perform the Services in a professional and workmanlike manner, consistent with an educational institution's standards.

20. **BEST EFFORTS**
Contractor will use its best efforts to perform the Research contemplated under this Agreement. Contractor makes no representations or warranties, expressed or implied, regarding the results of Research performed under this Agreement, including, but not limited to the marketability, use or fitness for any particular purpose of the results of the Research. Further, it is understood that Contractor shall not be liable for special, consequential, or incidental damages, as a result of County's use of the research results, reports and any deliverables and the results contained therein provided by Contractor.

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents. 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 thirty (30) 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 will be paid on a pro-rate portion of the compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination date, such amount not to exceed the total price as specified in Section 4 herein ("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 forty-five (45) days after the expiration of the Cure Period.

If the County terminates the Contract for default or breach of any Contract provision or condition, and Contractor failed to cure within thirty (30) days, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an additional opportunity to cure).

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 sixty (60) 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 non-cancellable commitments incurred in the performance of the research not to exceed the Total Contract Amount 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. **CONFIDENTIAL INFORMATION**

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

24. **COUNTY EMPLOYEES**

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

25. **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 and outside and beyond the scope of the County’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.
26. 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.

27. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer.

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

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

28. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.
29. 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.

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

31. 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. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. 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.

33. NONEXCLUSIVITY OF REMEDIES
All remedies available to a party under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the party at law or in equity.

34. 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.

35. 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.
36. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by a party pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County or the Commonwealth of Virginia. The parties intend for this provision to be read as broadly as possible.

37. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: RELATION TO COUNTY; AUDIT; AND CONFIDENTIAL INFORMATION.

38. **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.

39. **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.

40. **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:**
John C. Rudd, Assistant Vice President for Sponsored Programs Administration
Office of Sponsored Programs
Virginia Polytechnic Institute and State University
North End Center
300 Turner Street NW, Suite 4200
Blacksburg, Virginia 24061

**TO THE COUNTY:**
Jeffrey Bergin, Project Officer
Office of Emergency Management
1400 North Uhle Street
Suite 300
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent

11
640-15
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

42. INSURANCE REQUIREMENTS
For the duration of this Agreement, Contractor shall maintain (under its insurance through the Commonwealth of Virginia Insurance Program) insurance coverage for protection from claims under workers compensation, automobile liability, general liability, and professional liability. Upon request of County, Contractor shall provide a Certificate of Insurance evidencing said insurance.

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. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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. Contractor will be acting as an independent contractor in the performance of this work and it shall be solely responsible where found liable to the extent covered by insurance for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.

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.

43. PUBLICATIONS.
Contractor will be free to publish the results of the Research after providing the County with a thirty (30) day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of the County's Proprietary Information. If necessary to permit the preparation and filing of U.S. patent applications, the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent written agreement between the County and Contractor. Failure to provide comments during the review period will be de facto agreement to publication.

44. USE OF NAMES.
Neither party will use the name of the other in any advertising or make any form of representation or statement in relation to the Research which would constitute an express or implied endorsement of any
commercial product or service without first having obtained written
permission of the other Party.

45. Ownership of Project Intellectual Property.
"Project Intellectual Property" means the legal rights relating to
inventions, patent applications, patents, copyrights, trademarks, mask
works, trade secrets and any other legally protectable information
first made or generated during the performance of the research.
Ownership of Project Intellectual Property shall vest in the party
whose personnel authored, created, conceived the subject matter or
first actually reduced the subject matter to practice. Inventorship of
inventions will be determined in accordance with applicable U.S. patent
laws. Jointly made or generated Project Intellectual Property shall be
jointly owned by the parties.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON    VIRGINIA POLYTECHNIC INSTITUTE AND
COUNTY, VIRGINIA                    STATE UNIVERSITY

AUTHORIZED AUTHORIZED SIGNATURE:    SIGNATURE:  
NAME AND RICHARD D. WARREN, JR.   "handwritten" for John C. Rudd
TITLE: PURCHASING AGENT            NAME AND
                                      TITLE: John C. Rudd
                                      Assistant Vice President for
                                      Sponsored Programs Administration

DATE: 2/18/15                        DATE: 2/18/15
AGREEMENT NO. 640-15
EXHIBIT A
SCOPE OF SERVICES

Background
Arlington County Office of Emergency Management (AC OEM) is interested in building relationships with Places of Worship to learn about and partner with them during times of crisis—primarily due to man-made or natural disasters. To support this research, AC-OEM in partnership with Virginia Tech ("Contractor"), will seek input from Places of Worship in four geographic areas in the Washington Metropolitan Area—(1) Prince Georges County, (2) Arlington County/City of Alexandria/City of Falls Church, (3) Loudon County, and (4) Stafford County. This will be through four training sessions in each geographic area to learn about current capacity to provide support, their expectations for partnering with their county’s emergency management services, and ideas for creating or enhancing these partnerships.

Project Overview
The goal is to produce an approach to crisis management that could be implemented in the counties engaged in the immediate project and could be adopted by other counties across the country. The Contractor shall assist the County to create background information, training materials, methods to collect data, analysis of data, draft and final reports, and templates for immediate use by the participating organizations.

As a working group, the County and the Contractor will work collaboratively to:

- Identify Places of Worship
- Identify and invite 3-4 advisors to review the approach and findings as project progresses
- Propose sites and timing for the training sessions
- Propose format for the training sessions, e.g. agenda, speakers, training materials, data collection
- Collect data and assist with training sessions
- Synthesize findings from each training session including status quo, expectations, and recommendations from discussions and data collection
- Write and refine analytical report and templates

Virginia Tech Social and Decision Analytics Lab’s (SDAL) Role
The Contractor shall participate and contribute to the planning and execution of the training sessions assisting the County through the life of the project.

The Contractor shall lead in preparing background information, data collection questions, summaries from each training session, synthesis of findings, briefings, and an analytic report. Specifically, the Contractor’s activities are:

- Prepare a summary of the characteristics (social, demographic, economic, health, disaster response metrics, etc.) of each selected training session county and/or cities.

  o 6 factsheets (Counties: Arlington, Prince Georges, Loudoun, Stafford, and Cities: Alexandria, Falls Church) - 1
training session will require 3 factsheets for AC, Alexandria, and Falls Church)

- Support preparation of questions and data collection tool to seek information from training participants. Collect data at time of registration and during training breakout sessions. Review work by others, to anticipate topics and to support training sessions 4 weeks before first training session. Refine after each training session, as necessary. Prepare briefing for the County.

- Synthesize training session findings by main topics and provide a bulleted list of findings. Analyze data. Prepare draft briefing as prelude to the report.

- Seek review and comments from the County and advisors

- Prepare draft analytical report to include quantitative and qualitative results that present the voice of the training session participants with respect to goals, expectations, and recommendations. Prepare briefing. Seek review and comments from the County and advisors

- Prepare final analytical report incorporating comments received. Prepare updated report briefing. Present to the County and advisors.
<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate as a team in organization and planning of the training sessions</td>
<td>Ongoing (to be invoiced at end of project with delivery of final report)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Prepare questions and data collection tool to seek information from training participants. Review work by other counties and experts on role of Places of Worship during Man-made and Natural Disasters.</td>
<td>4 weeks before first training session, present findings of review and data collection tool.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Training session #1</td>
<td>2 weeks before training deliver factsheet on social, demographic, economic, health, and disaster metrics for location 1. At training session (1) assist with training session (2) take notes (3) collect data. Two weeks after training session (1) Synthesize training session 1 findings by main topics and prepare bulleted list of findings. (2) Analyze data,</td>
<td>$20,000</td>
</tr>
<tr>
<td>Training session #2</td>
<td>2 weeks before training deliver factsheet on social, demographic, economic, health, and disaster metrics for location 2. At training session (1) assist with training session (2) take notes (3) collect data. Two weeks after training session (1) Synthesize training session 2 findings by main topics and prepare bulleted list of findings. (2) Analyze data.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Training session #3</td>
<td>2 weeks before training deliver factsheet on social, demographic, economic, health, and disaster metrics for location 3. At training session (1) assist with training session (2) take notes (3) collect data. Two weeks after training session (1) Synthesize training session 3 findings by main topics and prepare bulleted list of findings. (2) Analyze data.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Training session #4</td>
<td>2 weeks before training deliver factsheet on social, demographic, economic, health, and disaster metrics for location 4. At training session (1) assist with training session (2) take notes (3) collect data. Two weeks after training session (1) Synthesize training session 4 findings by main</td>
<td>$15,000</td>
</tr>
<tr>
<td>Activities</td>
<td>Deliverables</td>
<td>Invoice</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>topics and prepare bulleted list of findings. (2) Analyze data.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft report that incorporates goals, expectations, and recommendations from training sessions. Propose template.</td>
<td>Deliver draft report and template to AC OEM and advisors 1 month after last training session with request for input.</td>
<td>$10,000</td>
</tr>
<tr>
<td>Seek review and incorporate comments from AC OEM and advisors. Prepare final analytical report and briefing. Deliver final report to AC OEM</td>
<td>Deliver final report and template to AC OEM 1 month after receiving comments from AC OEM and advisors.</td>
<td>$5,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Team**

- Sallie Keller, Director, Social and Decision Analytics Lab (SDAL) and Professor of Statistics
- Stephanie Shipp, Deputy Director, SDAL and Research Professor (economics)
- 1 Post-Doctoral Researcher (clinical psychology or related field)
- 1 full-time student or 2 half-time students