

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 16-129-RFP
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 3/24/2022 and amends Agreement Number 16-129-RFP (“Main Agreement”) dated April 17, 2017, between Tempest Interactive Media, LLC (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **In accordance with Attachment A, Scope of Work, Ongoing Development Website overhaul** has been added as follows:

For Website overhaul No. 1 only, travel reimbursement in accordance with the **Attachment E - Reimbursable Travel-Related Expenses** can be reimbursed for no more than a total of \$3,000 for two (2) visits of not more than two (2) personnel per visit.

ADD “Website Project SOW” to Attachment A, Scope of Work per the attached.

2. **Contract Documents**: The following contract document is hereby **Added**:

Attachment E - Reimbursable Travel-Related Expenses

3. **Force Majeure** is hereby deleted in its entirety and replaced with:

24. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.

4. **Audit** is hereby deleted in its entirety and replaced with:

29. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County’s funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor’s expense. Should the County’s examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for the overcharges and for the reasonable costs of the County’s examination, including, but not limited to, the services of external audit firm and attorney’s fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the

final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

5. **Notices** is hereby deleted in its entirety and replaced with:

43. NOTICES

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

TO THE CONTRACTOR:

Jenny Rose, Vice President of Integrated Marketing Services
Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, PA 19102
Phone: (800) 274-8774
Email: jenny.rose@tempest.im

TO THE COUNTY:

Scott Baker, Project Officer
AED – Arlington Convention and Visitors Services
1100 N. Glebe Road, Suite 1500
Arlington, VA 22201
Phone: (703) 228-0877
Email: sbaker@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

6. **Incorporation of Sexual Harassment Policy** is hereby added to the contract terms.

47. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

7. **Incorporation of COVID-19 Vaccination Policy For Contractors** is hereby added to the contract terms.

48. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

8. **Attachment B, Contract Pricing** is hereby deleted in its entirety and replaced with the attached **Revised Attachment B, Contract Pricing**.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TEMPEST INTERACTIVE MEDIA, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Dr. Sharon T. Lewis
89B86B1AD301462...

AUTHORIZED DocuSigned by:
SIGNATURE: Matt Kurke
978764BC5AA1452...

NAME: DR. SHARON T. LEWIS

NAME: Matt Kurke

TITLE: PURCHASING AGENT

TITLE: CFO

DATE: 3/24/2022

DATE: 3/24/2022

REVISED ATTACHMENT B
CONTRACT PRICING

WEBSITE DEVELOPMENT

The website development fee includes the following services:

- Strategy
- Design
- Website Development (including Testing and Launch)
- Hosting and Maintenance through the Final Acceptance, including web development work to repair broken applications and upgrade existing applications
- 60 hours of County staff training through Final Acceptance
- Technical support for ACVS staff through Final Acceptance

Contract pricing shall be structured as follows:

Activity	Amount Due
Contract Execution	\$11,970.00
Creative Brief Completed	\$33,915.00
Digital Style Guide and Design Direction Approval	\$33,915.00
Website Launch	\$33,915.00
Final Acceptance of the Website	\$5,985.00
TOTAL:	\$119,700.00

ONGOING HOSTING, MAINTENANCE AND TECHNICAL SUPPORT

After the County accepts the website, the Contractor shall provide hosting, maintenance and technical support services for the first five years of the Contract Term for Hosting, Maintenance and Technical Support at the price of **\$31,400.00 per year**.

Activity	Amount Due
Website Hosting	\$2,400.00
Destination Suite Support	\$17,000.00
Website Support	\$12,000.00
TOTAL:	\$31,400.00

Prices for hosting, maintenance and technical support for Contract Years 6-10 will be based on this lump sum price, although the Contractor may request an increase in accordance with the provisions of this Agreement.

HOURLY RATES

Any major upgrade and miscellaneous project work will be performed by the Contractor at the blended fully loaded hourly rate of \$125.00. This hourly rate will remain firm for Contract Years 1 and 2, after which the Contractor may request an increase in accordance with the contract.

No reimbursable expenses will be allowed under any portion of this contract, **except for Website overhaul No. 1 only, travel reimbursement can be reimbursed for no more than a total of \$3,000 for two (2) visits of not more than two (2) personnel per visit in accordance with the attached Attachment E - Reimbursable Travel-Related Expenses.**

ATTACHMENT E
REIMBURSABLE TRAVEL-RELATED EXPENSES

For Website overhaul No. 1 only:

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at

<http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air or Train Travel

The County will reimburse for air or train travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of each of the two (2) trips referenced above.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

WEBSITE PROJECT SOW

SCOPE OF SERVICES	
SCOPE OF SERVICES	
CREATIVE AND DESIGN (includes onsite creative brief)	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of all content from existing www.stayarlington.com website to new Craft™ 3 CMS website	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Responsive design integration of existing design of OR Design Direction to new Craft™ 3 CMS website , includes licensing fees for 3rd party Craft non - Tempest Craft Plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and Functionality Listed Below	INCLUDED
Advanced Site Search	
Call to Action Signup	
Compliance Notification	
Deals And Coupons	
Destination Blog And Blog Authors	
Email Signup Form	
Event Calendar And Maps	
Forms	
Hero Image Gallery (Photo and Video)	
Landing Pages	

Local Business Member/Partner Listings And Maps	
Page Level Alerts	
Pagebuilder Widgets	
Press & Media Listings	
Saved Items And Maps	
Sitemap	
Social Sharing and Icons	
Staff Directory	
Weather Feed Integration	
TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Optional Features and Functionality Listed Below	INCLUDED
Neighborhood Map	
Custom Deal/Partner Submit Forms	
Personas	
Native Advertising Integration	
CUSTOM FEATURES - Enhanced Custom Features below not included in Tempest Destination Suite for Craft™ Core Feature Set	INCLUDED
Crowdriff Integration	
TripAdvisor Integration	
Salesforce Forms	
Simpleview Event API	

360 Tour Integration	
Photoshelter Integration	
CMS TRAINING AND USER MANUALS	INCLUDED