

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 16-129-RFP  
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on 3/12/2024 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. **Contract Renewal:** Pursuant to contract provision 4. Contract Term ([as amended below](#)), the contract term for hosting, maintenance, and technical support is hereby renewed for an additional 12-month period beginning [May 1, 2024](#), with three (3) renewal periods remaining.
2. **Contract Term** is hereby deleted in its entirety and replaced with:

**4. CONTRACT TERM**

Time is of the essence. Website development will commence on the date of the execution of the Agreement by the County and must be completed no later than one hundred and eighty (180) calendar days after execution of the Agreement, including website launch; the Final Acceptance of the website will be scheduled for 180 days after the website launch, subject to any modifications as provided in the Contract Documents.

The Contract Term for hosting, maintenance, and technical support will commence after the Final acceptance of the website and will be completed in five (5) calendar years thereafter. Upon satisfactory performance by the Contractor, the County may, through the issuance of a [bilateral Notice of Renewal](#), authorize continuation of the Agreement under the same contract prices for not more than five (5) additional 12-month periods. The entire Contract Term for Hosting, Maintenance, and Technical Support shall be not more than ten (10) calendar years.

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

**7. PAYMENT**

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract, and that has been performed to the satisfaction of the Project Officer. 5% of each invoice amount will be retained by the County and paid to the Contractor after Final Acceptance. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

[The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number \(“FEIN”\) or Social Security Number \(“SSN”\), whichever is applicable, before the County can process payment to the Contractor under the Contract.](#)

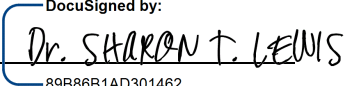
4. **Remove 48. COVID-19 Vaccination Policy For Contractors** Contract Provision in its entirety.

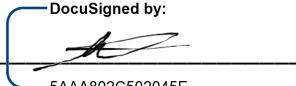
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

TEMPEST INTERACTIVE MEDIA, LLC

AUTHORIZED  
SIGNATURE:  89B86B1AD301462...

AUTHORIZED  
SIGNATURE:  5AAA802C502045E...

NAME: DR. SHARON T. LEWIS

NAME: Matt Kurke

TITLE: PURCHASING AGENT

TITLE: cfo

DATE: 3/12/2024

DATE: 3/11/2024

**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 ACSV 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
<b>TOTAL:</b>	<b>\$119,700.00</b>

**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
<b>TOTAL:</b>	<b>\$31,400.00</b>

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**

The Contractor will perform any major upgrade and miscellaneous project work 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**.