



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410**

REQUEST FOR PROPOSALS NO. 22-DES-RFPLW-537

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 9TH DAY OF JUNE 2022 FOR:

Arlington County Parking Garage Operations and Maintenance

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO [AUTHORITY TO TRANSACT BUSINESS](#) SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

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I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 22-DES-RFPLW-537 – TENTATIVE SCHEDULE

RFP ISSUANCE	May 5, 2022
QUESTION DEADLINE	May 20, 2022, at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	May 26, 2022
PROPOSALS DUE	June 9, 2022, at 3:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 22-DES-RFPLW-537**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY MAY 20, 2022, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County’s technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

3. OFFERORS’ RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors’ proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

9. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

10. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

11. AUTHORITY TO TRANACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

12. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

13. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

14. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

15. 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.

16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, 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 County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such

other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

17. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County’s website. 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. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

18. RIDER CLAUSE

Offerors will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

19. ELECTRONIC SIGNATURE

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DES-RFPLW-537

The purpose of this solicitation is to enter into a contract with a qualified contractor for professional parking garage operations and management services of at least three (3) off-street Arlington County (“County”) parking facilities. The County intends to award a 7-year agreement (one (1) base year and six (6) option years) to the successful offeror.

PURPOSE OF SOLICITATION/BACKGROUND

The County seeks competent, experienced, and professional parking garage management services to comprehensively manage parking garage operations and facilities in accordance with the services broadly outlined within this scope that are to be performed at the following three garage locations (“Garage” or “Garages”):

1. Ballston Garage (627 N Glebe Rd, Arlington, VA 22203)
2. Lubber Run Community Center Garage (300 N Park Dr, Arlington, VA 22203)
3. Arlington Mill Community Center Garage (909 S Dinwiddie St, Arlington, VA 22204)

The County seeks a parking operator that is ready to help the County modernize operations as needed to better serve customers and the taxpayer. The County may add or delete garage locations throughout the duration of the contract term

BALLSTON GARAGE

The Ballston Garage, located in the Ballston neighborhood of Arlington County, is owned by Arlington County and serves the parking needs of shoppers visiting the adjoining Ballston Quarter; players, coaches, and visitors to the Kettler Capitals IcePlex; office workers; commuters; and other members of the public. The Garage offers hourly and monthly parking (5-day and 7-day options). There is no free or subsidized parking in the Ballston Garage; however, merchants have been able to purchase convenience coupons for hourly parking at face value to provide to customers. This garage has five entrance lanes and eight (exit lanes and almost 3,000 total parking spaces inclusive of the 8th level, which serves the IcePlex. Ingress occurs at two entry points: N. Randolph Street, which has two entrance lanes; and N. Glebe Road, which has three entrance lanes. Typical weekday car volume averages 4,500 cars, and typical weekend peak is 1,500 cars, although the maximum weekend car volume experienced to date has been 11,000 cars rated on a Saturday during the holiday season. Internal circulation is accomplished through a single spiral ramp, several speed ramps, and a sloped floor system. The Ballston Garage is accessible 24 hours, seven days per week; there are no doors or similar means of closing or locking access points. The revenue control equipment, for which the contractor must provide staffing to collect payments, includes the AMANO-McGann Professional and Express Pare Systems. Proximity readers and credit card machines are installed at every exit lane. There is a nested gate system to Level 8 for the purposes of revenue segregation. Level 8 contains 196 parking spaces out of the total 2980 spaces in the facility.

LUBBER RUN COMMUNITY CENTER GARAGE

The Lubber Run Garage is a single-level underground parking garage that serves a community center in the Buckingham neighborhood of Arlington County. There are approximately 65 County staff working at the Lubber Run Community Center, who are issued garage access cards and who are not charged for

parking. The garage contains 132 total parking spaces with a single entrance and exit lane. The garage is open for business seven days per week, but there is no overnight parking. For visitors, a parking ticket dispenser dispenses time-stamped tickets upon entry, which are used to verify the amount to be charged at Pay-on-Foot kiosks or the payment device at the exit lane (no staff are used to collect payments). There is an hourly fee structure, with the first four hours of parking being free. The garage is closed and secured using a rolling security gate.

ARLINGTON MILL COMMUNITY CENTER GARAGE

The Arlington Mill Community Center Garage (Arlington Mill Garage) includes a two-level underground parking garage designed to meet the needs of community center patrons (140 spaces), as well as the needs of residents of the Arlington Mill Residences (AMR) and an adjacent apartment building (138 spaces). The Arlington Mill Garage also provides an option for overnight parking for residents of dwellings near the Community Center. The garage is divided into two sections. The Community Center section will be managed by the contractor. The Arlington Mill Residences section of the garage will be managed by others outside of this scope of services. There are 16 visitor spaces owned by AMR which will also be managed by the contractor. There is a shared entrance and exit with three lanes: an entrance lane, an exit lane, and a reversible lane.

The community center is open seven days per week. When the community center closes, a rolling security gate at the entrance comes down and the garage is only available to those people with monthly passes, in the form of proximity cards. All cars entering the garage pass through a gate with a ticket spitter and a proximity card reader. Daily parkers pull a ticket and pay at one of the two pay-on-foot kiosks or at a payment device at the exit lanes (no staff are used to collect payments). There is an hourly fee structure with the first four hours of parking free. Residents from the surrounding neighborhood are allowed to park overnight in the garage at a monthly rate and a daily rate.

IV. SCOPE OF WORK

A. GENERAL REQUIREMENTS

The following general operational instructions apply to all Garages. The Contractor's responsibilities for operating and managing the Garages will include but not be limited to the following:

1. The Contractor will operate, manage, and maintain each Garage as a first-class, self-parking public parking garage for the benefit of the County in accordance with the highest standards for operation, management, and maintenance of a self-parking garage and in accordance with this scope of work.
2. The Contractor will be responsible for performing all maintenance and cleaning of the Garages and Garage equipment, including, without limitation, elevator maintenance as applicable, graffiti removal, sweeping, rubbish removal, clearing stopped drains, and maintaining the garages in a sanitary condition free of pests, dirt, all refuse, and objectionable odors (e.g., those coming from accumulated decaying waste or urination on surfaces).
3. The Contractor will manage the Garages in compliance with all federal, state, County, and other applicable laws, ordinances, and regulations relating to the Garages or the operation of the Garages.
4. The Contractor will provide staffing for each Garage and if staffing levels need to be altered, the Contractor will submit a written request and justification for any staffing changes, which will be approved by the County's project officer.
5. The Contractor will obtain and keep current all licenses and permits required in connection with the management and operation of the Garages. The Contractor will promptly notify the County of all notices it receives regarding governmental requirements affecting the Garages.
6. The County may at its discretion establish and change the hours of operation, fee structure, and staffing requirements of any Garage, with the operations and management costs adjusted accordingly.
7. The Contractor will maintain all existing telephones, internet, and intercom systems in each Garage, as applicable. If any components or service contracts must be replaced or updated to keep the systems in working order and meet County needs, the Contractor will make a recommendation to the County and coordinate with the County on the work upon request. The County may also initiate such change requests directly. The contractor will be reimbursed for related expenses pursuant to the parties' contract.
8. The Contractor will provide the County with a telephone number or numbers where County employees may contact Contractor staff 24 hours 7 days a week, 365 days a year in case of emergency regarding any Garage.
9. The Contractor's employees will report to the Arlington County Police Department via phone call any damage, criminal, or unusual activities (e.g., vandalism, theft, violence, explosion) they discover at any Garage. All such incidents also must be reported via phone call and email within 24 hours to the County's project officer. However, if there is an immediate threat to a person or property Contractor staff should remove themselves and others from danger, contact 9-1-1 if appropriate, and then notify the project officer within 1 hour of resolution of the emergency.
10. The Contractor will not permit any person, including any of the Contractor's agents, employees, subcontractors, or assignees, to park in any Garage without charge or offer special rates not available to the general public or established by the County.
11. The Contractor will notify the County's project officer, by phone and by email, of any repair that it deems prudent at any Garage when that repair exceeds the Garage's monthly repair

reimbursement estimated budget. The County must be notified before any such repair work is paid for and undertaken. The County will then assess the situation and determine the next steps.

12. The Contractor has no power, authority, or right to make any structural changes to the garages, repairs to the supporting steel or supporting concrete components of the Garages or any major alteration or additions to the Garages without the County's prior written approval, unless emergency repairs are required to prevent damage to life or property.
13. The Contractor will cooperate with the County or its other contractors to perform repair, rehabilitation or restoration work within the Garages, as directed by the County, and provide reasonable space for the construction work zone and storage of the other contractors' materials and the execution of the other contractors' work.
14. The Contractor will submit to the County's project officer, on a monthly basis, a written report of the physical condition of each of the Garages. The report will set forth all alterations, damage, or destruction to the Garages of a material nature (having a detrimental impact on the user experience with the Garage) that was discovered by the Contractor during the preceding month, any repairs that the Contractor recommends, and suggested timing of such repairs.
15. During an emergency or other situation, such as special events taking place in buildings associated with the Garages, impacts from construction, or equipment malfunction, the Contractor will alert the County's project officer of the need for additional services that other contractors provide (such as cleaning, maintenance, and/or security services).
16. The Contractor will place and remove signs as it deems necessary for the control of pedestrian and vehicular traffic in the Garages and in compliance with applicable laws and ordinances regarding sign placement. . No other sign, including advertising, may be placed in or on the Garages by the Contractor without the prior written approval of the County's project officer.
17. The Contractor will, at County's direction, accommodate the installation and use by customers of electric vehicle (EV) charging stations at parking spaces, including any necessary signing and marking changes. The Contractor is not expected to operate or maintain EV equipment.

B. BALLSTON GARAGE

General:

1. The County and May Centers, Inc. have together and separately entered into several written contracts regarding the designation of parking spaces and the operations of the Ballston Garage - see Attachment A. The Contractor will operate and manage the Ballston Garage in accordance with the terms of those contracts. Notwithstanding the foregoing, the County reserves the right, in its sole discretion, to make any adjustments in the parking rates and allocation of parking spaces, except to the extent that the County will specifically delegate such responsibilities to the Contractor by notice in writing.
2. For purposes of this scope of work, the maintenance of the Ballston Garage includes a bank of four elevators and associated elevator lobbies on Levels 1 through 8 and access stairwells on Levels 1 through 8, all of which will be maintained by the Contractor.
3. Stairwells that serve the mall levels directly and stairwells contained within the IcePlex, elevators contained within the IcePlex and the Ballston Common Mall, the N. Randolph St. elevator from the sidewalk to the IcePlex, and entrance lobbies within the Garage not associated with the elevators are all maintained by others and are not a part of this scope of work.

4. Parking validation, which currently exists in the form of stickers for purchase, will be made available by the Contractor to businesses in the Ballston Common Mall, Glebe Office Building, Wilson Office Building and Kettler IcePlex, and to other nearby businesses in the Ballston area. Validation will be sold for the same rate as the time interval being validated. The form and method of validation may change at the County's discretion.
5. Except to the extent that monthly parking permits will be issued as provided below under Monthly Parking, the Contractor will operate the Ballston Garage in a manner designed to encourage general public hourly parking. The current parking rates as established by the County are specified in Attachment B – Garage Current Rates.

Hours of Operation and Staffing Requirements:

1. The Contractor will ensure the Ballston Garage is open for business every day, 24 hours each day.
2. The Contractor will provide staffing of the Ballston Garage and will always have on duty at least one customer service representative. This person will be responsible for collecting payments as needed.
3. The Contractor will staff a shift supervisor or manager on duty in the Ballston Garage from 6:00 A.M. until midnight each day.

Reserved Spaces:

1. The Contractor will be responsible for maintaining reserved space or reserved permit allocations as directed by the County.
2. The Contractor will provide monthly parking permits for those reserved spaces.
3. The monthly permits for reserved spaces/reserved permits will be at the same rates and terms as those rented to the general public.
4. The Contractor will segregate all revenues from reserved space/reserved permit agreements so that they can be accounted for separately from other portions of Ballston Garage revenue. The Contractor will provide an accounting of revenue from reserved spaces/reserved permits as part of the required monthly statement.
5. The Contractor may only change the number, allocation, and location of reserved spaces/reserved permits with prior written approval by the County.
7. The Contractor will maintain 125 reserved spaces on Level 8 of the Garage for monthly permits allocated to the Washington Capitals professional hockey organization, unless otherwise directed in writing by the County.

Monthly Parking:

1. The Contractor will provide monthly parking permits in accordance with the parking space allocations described above.
2. If reserved allocations are not fully utilized for monthly parking, the Contractor may rent remaining spaces to the general public on a month-to-month, first-come, first-served basis.
3. The Contractor will charge in advance for the monthly permits at the rates listed in the approved rate schedule for the Garage.

Security Services:

1. The Contractor will provide security services for the Ballston Garage inclusive of those stairwells, elevators, and elevator lobbies that are part of Ballston Garage.

2. The Contractor will provide the security services under a subcontract arrangement with a Virginia-certified security company 24 hours per day, 7 days per week. At the County's discretion, hours may be modified on holidays.
3. The Contractor's security responsibilities will include, but not be limited to, the administrative oversight of a guard tour watch clock system (including review and approval of invoiced security services) and a specially marked motorized security vehicle for patrols. The guard tour watch clock patrol system should have 50 check points, and the Contractor will maintain a police emergency alarm system consisting of 48 alarm stations and an annunciator panel located in the Ballston Garage management office. The County will provide the motorized security vehicle.
4. The County will provide one vehicle for security monitoring and one rider-sweeper for the Ballston Garage. The security vehicle and the rider-sweeper will remain the property of the County, to be maintained by the Contractor while in the Contractor's possession and surrendered by the Contractor upon the expiration or termination of the contract.
5. The Contractor will operate and maintain security cameras as part of the security services for the Ballston Garage. The monthly fees associated with subscription for operation of these cameras are reimbursable expenses.

Customer Service:

Contractor customer service at the Ballston Garage will include emergency assistance, such as jump starts, tire inflation, spare tire installation, lock-out assistance, help in locating lost vehicles, assisting customers who run out of gas, and arranging towing.

Maintenance:

The Contractor will perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

Potential Ballston Garage Automation:

If the County chooses to convert the Ballston Garage to a fully automated payment system with no in-person cashiering services, the Contractor will adjust its staffing and operations to match the needs of the new service approach.

C. LUBBER RUN COMMUNITY CENTER (LRCC) GARAGE

General:

1. The Contractor will not maintain reserved parking spaces at the LRCC Garage.
2. The Contractor will not maintain monthly parking at the LRCC Garage.
3. When the community center closes, a rolling security gate at the entrance comes down and the Contractor will only make the Garage available to County staff using County-issued access cards or fobs.
4. The County will maintain the stairwells at the LRCC Garage.

Hours of Operation and Staffing Requirements:

The Contractor will open the LRCC Garage for business seven days per week. The hours of operation of the Garage will be as follows:

1. Monday through Friday: 7:00 A.M. -10:00 P.M.
2. Saturday: 8:00 A.M. -8:00 P.M.
3. Sunday: 11:00 A.M. -7:00 P.M.

4. The Contractor will provide staffing by a customer service representative at the LRCC Garage between 10:00 A.M. and 3:00 P.M., Monday through Friday.
5. While at the LRCC Garage, the customer service representative will be responsible for ensuring the Garage is operational, which includes, but is not limited to, the following duties: (1) monitoring garage access equipment; (2) setting door timers; (3) conducting walk-through inspections and (4) assisting customers with parking-related issues (e.g. flat tire, dead car battery, lost ticket).

Security Services:

The Arlington County Police are responsible for the security of the LRCC Garage. Security services at this location will not be a part of the scope, but the Contractor may be required to coordinate and communicate with Arlington County Police from time to time.

Customer Service:

When the customer service representative is not onsite, the Contractor's staff will use the intercom located at the access gates to provide customer assistance when needed.

Maintenance:

The Contractor will perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

D. ARLINGTON MILL COMMUNITY CENTER (AMCC) GARAGE

General:

1. The County and Arlington Mill Limited Partnership have entered into a separate written agreement regarding the operation of the AMCC Garage, see Attachment D. The Contractor will operate and manage the AMCC Garage in accordance with the terms of that agreement and will perform all obligations of the County under that agreement.
2. The County and Arlington Mill Limited Partnership have agreed to provide 138 spaces for the residents of the Arlington Mill Residences, an apartment building attached to the Community Center, and 140 spaces for public parking. The 138 parking spaces for the residents of the Arlington Mill Residences will be managed by others outside of this scope. The Contractor will manage the 140 public parking spaces as well as 16 visitor spaces owned by Arlington Mill Residences.
3. Of the 140 public spaces, 8 are reserved for hybrid vehicles and 8 are reserved for carpools.
4. The County will maintain the stairwells and elevators associated with the AMCC Garage.

Hours of Operation and Staffing Requirements:

1. The Contractor will operate the AMCC Garage during the following hours:
 - a. Monday through Thursday: 7:00 A.M. – 10:00 P.M.
 - b. Friday: 7 A.M. – Midnight
 - c. Saturday: 8:00 A.M. – 8:00 P.M.
 - d. Sunday: 1:00 P.M. – 9:00 P.M.
2. Unless directed by the County otherwise, the Contractor will provide a customer service representative at the AMCC Garage for the following hours:
 - a. Monday through Friday 8:00 A.M. - 4:00 P.M.
 - b. Saturday and Sunday 8:00 A.M. - Noon

3. While at the AMCC Garage, the customer service representative will be responsible for ensuring the Garage is operational which includes, but is not limited to, the following duties: (1) monitoring garage access equipment; (2) setting door timers; (3) conducting walk-through inspections and (4) assisting customers with parking related issues (e.g. flat tire, dead car battery, lost ticket).
4. The Contractor will issue monthly parking permits to residents of the surrounding neighborhood who chose to purchase a permit. The permits are valid for the period of 6:00 P.M. – 9:00 A.M. in 50 public spaces. Hours for use by local residents are subject to change by the County.
5. In addition, residents of the surrounding neighborhood may purchase pre-paid access cards to park overnight on an occasional basis. The Contractor will manage the monthly permits and access cards.

Security Services:

Arlington County Police are responsible for the security of the AMCC Garage. Security services at this location are not a part of the scope, but the Contractor may be required to coordinate and communicate with Arlington County Police from time to time.

Customer Service:

1. When the customer service representative is not onsite, the Contractor's staff will use the intercom located at the access gates to provide customer assistance when needed.
2. If parking access revenue control systems (PARCS) becomes inoperable and without a functional means of egress and ingress for vehicles, then the Contractor will notify the project officer by email and phone call upon discovery of the malfunctioned equipment. If the building cannot be secured as a result of the malfunction, and the Arlington Mill Community Center is closed, then the Contractor will provide a staff member to remain on the premises.

Maintenance:

The Contractor will perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

E. STAFF AND SUBCONTRACTORS

1. The Contractor will retain such employees and independent contractors as are necessary and appropriate for the performance of the Contractor's duties and obligations under the scope of work.
2. The Contractor will assign a facilities manager to oversee operations at all Garages, to be direct liaison with the project officer, to be delegated review and signatory authority for all Contractor invoices, and to coordinate and manage all staff working under this contract.
3. The Contractor will not, without the County's prior approval, enter into any subcontract agreement that has a term of more than one year or that cannot be terminated by the Contractor at any time upon 30 calendar days' notice.
- 4.
5. During working hours all cashiers, customer service representatives, and maintenance employees, other than office personnel, will wear neat and clean uniforms free from visible stains, wrinkles, discolorations, and odors.

F. OPERATIONS AND MANAGEMENT COSTS

1. The set monthly fee will include expenses incurred by the Contractor for operating and managing each Garage.
2. The operations and management costs will include the costs of payroll, payroll taxes, payroll-related insurance and employee welfare costs; permit and license fees, if any; compliance with all legal and certification requirements; subcontracted security services; maintenance activities and condition monitoring for Garage facilities; refuse removal; pest management; insurance and amounts payable by the Contractor under any deductible provision and losses in excess of insurance coverage; business professional occupational license taxes of the Contractor; any costs incurred in the Contractor's central office or otherwise off-site; and payments in lieu of taxes.
3. The Contractor will not include reimbursable costs as outlined in the next section in operations and management costs.
4. The Contractor will not include the expenses of the County, such as lease payments, depreciation of the Garage facilities, or income or franchise taxes that the Contractor is required to pay in order to operate its business, in operations and management costs. The County will be responsible for the costs pertaining to electricity, water and real estate taxes at all Garages.

G. REIMBURSABLE COSTS

The following services are not included in operations and management costs and are considered reimbursable to the Contractor. The Contractor will be reimbursed at actual costs as demonstrated by acceptable back-up documentation, such as invoices, receipts, or statements that provide the vendor information, type of expense, timeframe of the expense, and amount of expense.

The Contractor will prepare a budget estimate for reimbursable costs for each Garage on an annual basis for each fiscal year. The Contractor will submit the budget estimate for reimbursable costs to the County's project officer upon request or no later than November 1 of the preceding fiscal year, in a format agreed to by the County.

Items and services considered reimbursable costs include but are not limited to:

1. Supplies and Equipment – Supplies and equipment that are necessary for the Contractor to perform the contract will be purchased by the Contractor. Supplies and equipment include uniforms, although purchases of uniforms will only be authorized by the project officer upon receipt of multiple quotes with a cost proposal. All supplies and equipment will become the property of the County and will be surrendered to the County upon the expiration or termination of the contract.
2. Repairs – The Contractor will be responsible for performing minor repairs of the Garages and repairs of Garage equipment, including, without limitation: repair of all surface conditions, painting, pavement striping, scraping, patching, resurfacing, water leaks, elevator repairs, light fixtures, and relamping.

The Contractor will provide to the County as part of the Monthly Statement written documentation of all relamping of overhead deck lighting, including but not limited to records of lamp life.

The Contractor will be responsible for repair of the security vehicle and the rider-sweeper at the Ballston Garage while they are in the Contractor's possession, and these costs are considered reimbursable costs.

The Contractor will notify the County's project officer when a repair need is observed by the Contractor. The Contractor will submit a cost estimate as well as a justification for the repair. The Contractor will not proceed with repair services until approval has been received in writing from the County's project officer. During improvement projects or repairs to any Garage, as well as construction in adjacent buildings connected to any Garage, the Contractor will coordinate the Garage maintenance and improvements with the County, general contractor, construction management firm, and design engineer.

Repairs of a structural nature are not a part of the scope of work and are therefore not reimbursable costs; however, the Contractor will notify the County's project officer if such a repair appears to be necessary so that the County's project officer may coordinate with others to address the need appropriately.

3. Emergency Expenses – If an expense is necessitated by an emergency situation that does not permit the Contractor to obtain the prior written approval of the County and that is not provided for explicitly under the operations and management costs or reimbursable costs, the Contractor will notify the County of the existence of the emergency, if possible, and obtain the County's oral approval of the expense. If such notice is not possible or practical because of the exigency of the situation, the Contractor may incur reasonable expenses to alleviate the emergency and such expenses will be deemed approved by the County. For emergency expenses above \$1000, the Contractor will submit a written justification to the County within 72 hours after the emergency expenses were incurred. An emergency situation exists when the safety, health or welfare of the public is vitally affected by a breakdown in machinery or threatened termination of essential services or by the development of a dangerous condition at a Garage.
4. Snow Removal – The Contractor will work with the County's project officer to determine the appropriate level of snow removal services needed for each snow event.
5. Telephone, Internet, Intercom, Camera – The Contractor will submit any costs for telephone lines, internet, intercom services, and security camera services to the County as reimbursable costs.

H. GARAGE REVENUE

1. The Contractor will deposit daily in a depository account in the name of the County at a bank selected by the County all funds derived from the operation of the Garages which are collected by the Contractor including, without limitation, amounts paid for monthly, daily, hourly, and valet parking, regardless of method of payment (Garage Revenue). If the Contractor cannot deposit the funds daily, the Contractor will provide a documented explanation to the County's project officer and the County Treasurer's Department on the

same day. A reasonable and justified alternative schedule for deposits may be approved by the project officer in writing.

2. The Contractor will not commingle any funds in the depository account. All funds in the depository account will at all times be the exclusive property of the County.
3. The Contractor will prepare a report of revenues collected each day and of the deposits of those revenues in the depository account and make such reports available to the project officer upon request. The Contractor's facilities manager will review and approve each report and provide evidence of such review to the project officer and confirmation of reconciliation between the cash received and the deposits to the bank account via signature or electronically. The Contractor will provide a scanned copy of the report attached to an e-mail to the project officer.
4. A point-of-sale system will be in place in all locations where cash transactions are executed.
5. The Contractor will employ financial processing and funds handling controls sufficient to safeguard all revenue collected. The Contractor will provide the County with its funds handling policy. The Contractor's funds handling policy will meet the requirements of the County's funds handling policy, provided in Attachment E.

I. COLLECTION SERVICES

1. The Contractor will use diligent efforts, including the use of collection agencies, to collect all Garage Revenue at all Garages.
2. The Contractor will verify that Garage revenue is being paid when due and will provide the County on a monthly basis with a listing of those persons or entities who are 60 calendar days or more delinquent, accompanied by a status report indicating all collection efforts made by the Contractor.
3. If the Contractor believes that legal action against any person or entity is necessary for the collection of past-due Garage Revenue, the Contractor will make a recommendation to the County no later than 90 calendar days after the date of the delinquency. The Contractor will not initiate any legal action without the prior written consent of the County.
4. The Contractor will notify the County, in writing, of any disputes with Garage users that cannot be readily resolved by the Contractor, within 60 calendar days after the date of the original dispute.

J. EXPENSE AND REVENUE STATEMENTS

1. Weekly Statement: By Thursday of each week, the Contractor will, for each Garage, transmit a statement to designated County staff summarizing the prior week's parking revenue transactions and total revenue received. The format of this weekly report will be specified by the County.
2. Monthly Statement: Within 15 calendar days after the expiration of each calendar month during the Contract Term, the Contractor will deliver to the County a written statement ("Monthly Statement"), certified as full, complete, and accurate by the Contractor, setting forth by Garage all Garage revenue collected and operating expenses paid during the prior calendar month, including, without limitation:
 - a. A summary of all revenues collected (sorted by classes of users)
 - b. A reconciliation of parking system reported revenues with those reflected in the County's bank statement for the month, including any explanation of discrepancies between vendor reports and the County's bank statement (the County will provide the bank statement)

- c. Photocopies of all invoices, vouchers, statements, purchase orders, and billings received and paid during such preceding month
 - d. Hourly parking occupancy by day, vehicle duration of stay summarized by hour (<1 hour, 1-2 hours, 2-3 hours, etc.), and average duration by day
 - e. All expenses paid and, if any payments were not made, the reason for nonpayment
 - f. All other information required by this scope of work and other information relating to the operation of the Garages that the Contractor reasonably believe requires the County's attention
3. Annual Statement: Yearly, on or before August 31, for each Garage, the Contractor will deliver to the County a written statement ("Annual Statement") summarizing the Monthly Statements for the last Accounting Period (the twelve-month period starting on July 1 and ending on June 30 of the subsequent year); or with respect to the first such Annual Statement, for the period between the commencement of the Contract Term and the first June 30 during the Contract Term; or with respect to the last Annual Statement, for the period between the last June 30 during the Contract Term and the last day of the Contract Term.
 4. For the Ballston Garage, revenues and expenses associated with Level 8 and with any established reserved space/permit agreement must be segregated from revenues and expenses associated with Levels 1-7 and reported separately on Monthly and Annual Statements.

K. BOOKS AND RECORDS

The Contractor will keep separate electronic files, books, and records for each garage, which will be in a form such that all information contained in the Monthly Statements and Annual Statements may be determined from the books and records.

V. PROPOSAL REQUIREMENTS

1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed. The proposal must be single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

- a. Firm Experience, Qualifications, Past Performance (40 Points)
- b. Project Understanding and Garage Management Approach (30 Points)
- c. Team Experience, Personnel Qualifications (25 Points)
- d. Cost Proposal (5 Points)

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

A. EXECUTED FORMS

- 1) Proposal Form: original as detailed above.
- 2) Contractor Compliance With County COVID-19 Vaccination Policy Certification: included in the RFP document.
- 3) Conflict of Interest Statement: included in the RFP document.
- 4) Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

B. MANDATORY REQUIREMENTS

The following requirement is mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirement is not met, the proposal will be considered non-responsive and will not be evaluated further.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. This requirement does not apply to contract provisions concerning liability, to which a successful Offeror may note exception at the beginning of contract negotiations.

Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.

C. FIRM EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE

The successful Offeror is expected to demonstrate through clear description in its proposal superior experience and qualifications and exemplary past performance providing work similar in nature, size, scope, and complexity to that described in the scope of work.

In response to this criterion, the Offeror should provide a list of three (3) highly relevant garage management contracts underway or completed within the past five (5) years. Submitting more than three examples will be considered unresponsive. Relevance includes demonstrating execution of the skills and tasks applicable to the services described in the scope of work.

Each relevant project must be listed separately and must include, at a minimum and easily found in the narrative, the following:

- 1) Facility name(s) and location(s)
- 2) Project Officer/Contact Person name, title, address, e-mail and telephone number
- 3) Facility description
- 4) Description of services rendered under the contract
- 5) Total annual operating cost
- 6) Annual management fee broken out separately
- 7) Offeror roles and responsibilities for the project, if different than item d. above
- 8) Experience with cashier automation technologies and electric vehicle charging in the facility, if applicable

More than one contact person may be listed for a project, but any contact person must have personal knowledge of the Offeror's performance on the project and have been informed that they will be contacted as a reference by the County. Do not list principals, officers or other individuals that will have no personal project knowledge and will not be able to respond to specific project questions. Failure of the listed references to respond to inquiries may impact the evaluation of the Offeror's proposal.

D. PROJECT UNDERSTANDING AND GARAGE MANAGEMENT APPROACH

The Offeror is expected to demonstrate through clear description in its proposal that it fully understands the scope of work, how it will achieve routine and regular satisfaction of all elements of the scope of work, how quality of service will be assured, and ultimately how the Offeror will guarantee full contract compliance and customer satisfaction.

The Offeror should describe its general approach to garage management, including but not limited to elements such as:

- 1) methods for recruitment and retention of competent and trustworthy employees
- 2) methods for managing language barriers with customers with limited English proficiency, dissatisfied garage users, responding to client concerns, and conflict in general
- 3) what, if any, standards of garage performance are applied in the establishment of work routines
- 4) methods for using available data out of garage systems to assess performance and inform operations decisions
- 5) methods for managing and accommodating electric vehicle charging infrastructure installations and operations
- 6) proposed cash-handling procedures

The scope of work may not be a complete list of all the work necessary and appropriate to fulfill the purpose of this procurement. In its proposal, the Offeror should indicate any suggested additions or changes and should be prepared to explain why those changes are proposed.

As an element of project understanding, the Offeror is expected to be familiar with federal, state, and local statutes, regulations, codes, requirements, standards and procedures that pertain to executing the scope of work and to demonstrate such familiarity in the response to this section.

The Offeror should describe how it would implement converting the Ballston Garage to full automation. The County is interested in understanding how long such as transition would take, how such a conversion might impact required staffing levels, maintenance responsibilities and outcomes, the impact on customer experience, and the overall return on investment of such a change in operations. The description of this option should include who is anticipated to be benefited and burdened by the change and suggestions for how the County would be able to verify these impacts.

E. TEAM EXPERIENCE, PERSONNEL QUALIFICATIONS

The Offeror must list in its proposal the key personnel who will be directly involved in fulfillment of the scope of work, all of whom should have demonstrated the experience and qualifications to perform the work. The personnel who are proposed must be dedicated to and, available for the duration of the contract, unless otherwise approved by the County.

1. **Key Personnel Résumés:** The proposal must provide a résumé with detailed information on the experience, qualifications, degrees and certifications of each key personnel listed in the proposal who is expected to make significant contributions to the scope of work. The résumés must show that proposed key personnel held responsible roles working on one or more of the three relevant assignments provided in response to section C. above. The résumés must demonstrate the applicable skills and experience appropriate for the proposed role.
2. **Overall Team Experience and Availability:** The Offeror should include descriptions of such prior work as a team, the relevant experience of all assigned team members, as well as any other members of the team, personnel beyond the key personnel, sub-consultants, branch offices, and any other resources anticipated to be utilized for the services to be performed under the scope of work. To demonstrate availability, the section must list current and pending project obligations for all members of the proposed team, their locations, and the level of time that such existing commitments can be expected to demand. The proposal must list all sub-contractors and sub-consultants anticipated to be utilized, along with specific relevant experience, the role of each consultant/contractor, primary contact information, and office locations.

F. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment F to provide pricing proposals.

The cost proposal should only encompass the total annual management fee, inclusive of overhead and profit. The cost proposal should not include the costs of reimbursable expenses as outlined in the scope of work. The cost proposal should also include a price for an optional conversion of the Ballston Garage to automation, although the Offerors will not be scored on this optional price component.

G. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.



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

AGREEMENT NO. 22-DES-RFPLW-537

THIS AGREEMENT is made, on _____, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity 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 – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Reimbursable Expenses
- Exhibit D– Living Wage Notice
- Exhibit E- Living Wage Quarterly Compliance Report
- Exhibit F - Contractor COVID-19 Vaccination Certification
- Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any

representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is parking garage operations and maintenance services. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 2022 and must be completed no later than _____ 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than six additional 12-month periods, from _____, 2023 to _____, 2029 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit B unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

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 forty-five (45) 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. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in the scope of work under Reimbursable Costs will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices, receipts, or statements that provide the vendor information, type of expense, timeframe of the expense, and amount of expense.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

The Contractor must 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.

10. NO WAIVER OF RIGHTS

The County’s approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All 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 (“Board”). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the

County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that 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 County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. BACKGROUND CHECK

The Contractor will perform a background check on each employee and provide a digital copy of the results to the Project Officer before such employee is allowed on premises at any Garage. The County may, at its discretion, request a sample of current background checks for Garage employees every six months. The Contractor will have all responsibility for any funds mishandling issues, thefts or frauds done by its employees, agents or subcontractors.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

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

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. *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.

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the 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. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits C and D). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County (“Cure Period”). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County’s recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days’ notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

25. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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 proposal was made without collusion or fraud; 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.

26. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

27. 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.

28. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

29. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

30. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

31. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper

- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. 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 of expenses or underpayment of revenues by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for the overcharges and underpayments 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, underpayments 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.

33. ASSIGNMENT

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

34. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

38. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

40. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

41. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

42. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

43. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

45. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

46. 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:

TO THE COUNTY:

_____, Project Officer

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

47. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

48. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

50. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

- 1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Attachment ___);

2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment ____;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment ____).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired) and auto physical damage to the total value of the vehicle provided by the County.
- d. Crime Liability - \$1,000,000 per occurrence

- e. Cyber Liability - \$2,000,000 per occurrence
- f. Bailee's Inland Marine or Property Insurance – to the value of all County equipment and property under the Contractor's possession.
- g. Errors and Omissions - \$1,000,000 per occurrence
- h. Excess Liability - \$1,000,000 per occurrence
- i. Garagekeepers Liability - \$1,000,000 Comprehensive, \$1,000,000 Collision
- j. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- k. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- l. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- m. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The

Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

52. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT B

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT C

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

- I hereby certify that all _____ (Contractor Name) employees and subcontractors who will be working on Contract No. 22-DES-RFPLW-537 are fully vaccinated against COVID- 19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT D

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

- I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. 22-DES-RFPLW-537 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 22-DES-RFPLW-537

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
3:00 P.M., JUNE 9, 2022.

FOR PROVIDING PARKING OPERATIONS AND MANAGEMENT SERVICES PER THE SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED

IN:

THIS ENTITY IS A:

CORPORATION

LIMITED PARTNERSHIP

(check the applicable option)

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 5

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

I, _____(hereinafter referred to as “Offeror”), certify that I will comply with the COVID-19 Vaccination Policy as a condition of contract award which may require that all contractor employees or subcontractors who will be working on the contract are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Signed: _____ **Date:**_____

Name of Offeror: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 22-DES-RFPLW-537, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this _____ day of _____, 20____ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____