



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

REQUEST FOR PROPOSALS NO. 24-DES-RFP-528

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 14 DAY OF JUNE 2024

FOR the provision of transportation services within the County's paratransit operation for the Specialized Transit for Arlington Residents (STAR) program. The work will include the provision of transportation services for persons with disabilities using the Contractor's vehicles.

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 BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at 3:00 p.m., on May 21, 2024 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following [link to join](#) by dialing +1 347-973-6905 and enter Conference ID 165 043 573#. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

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

Sy Gezachew, VCO
Procurement Officer
sgezachew@arlingtonva.us

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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. 24-DES-RFP-528 – TENTATIVE SCHEDULE

RFP ISSUANCE	May 15, 2024
OPTIONAL PRE-PROPOSAL CONFERENCE	May 21, 2024 at 3:00 p.m.
QUESTION DEADLINE	June 3, 2024 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	June 5, 2024
PROPOSALS DUE	June 14, 2024 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. 24-DES-RFP-528**. 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 JUNE 3, 2024, 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 ANDY 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. FINANCIAL STATEMENT

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

9. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended 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, enjoined or suspended 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.

10. 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.

11. EQUIVALENT EXPERIENCE AND REFERENCES

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous

project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Offeror may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

12. 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.

13. AUTHORITY TO TRANSACT 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: .

The County reserves the right to waive this requirement at any time, for any reason.

14. 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.

15. 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.

16. 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 [mailto: business@arlingtonva.us](mailto:business@arlingtonva.us).

17. 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.

18. 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.)

19. 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.

20. 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. 24-DES-RFP-528

Arlington County is seeking proposals from Offerors for the provision of transportation services within the County's paratransit operation for the Specialized Transit for Arlington Residents (STAR) program. The work will include the provision of transportation services for persons with disabilities using the Contractor's vehicles. One Contractor will be selected under this procurement.

BACKGROUND/PURPOSE OF SOLICITATION

1. STAR Services Description

The County offers specialized transportation services for County residents who have difficulty using fixed route public transit because of age, cognitive or physical disabilities through the STAR program. These services are established in compliance with the Americans with Disabilities Act and United States Department of Transportation (USDOT) regulations as a form of paratransit services for the elderly and individuals with various types of disabilities.

The service is used by residents who are certified as eligible for Metro Access. The STAR paratransit services offered by the County are curb-to-curb type services intended to provide a comparable level of transportation services provided by Arlington Transit (ART), Metrobus and Metrorail. There are two other STAR supplemented programs – STAR Assist door-to-door escort services and Temporary STAR for those who have a disability but have not completed the Metro Access eligibility certification process. Both programs, which make up the STAR paratransit service, consist of door-to-door services, defined as escorted paratransit service that includes passenger assistance between the vehicle and the door of the passenger's home and/or the destination's door.

All rides are arranged and dispatched through the STAR Call Center (SCC) and must be scheduled in advance by calling or using STAR's online system or STAR Interactive Voice Response (IVR).

Distribution of Demand for STAR services is shown in Attachment 2. Services supported by the SCC are listed in Attachment 3. Sample manifests for the SCC appear in Attachment 4.

The STAR service area allows Arlington County residents to travel to and from destinations in Washington DC, Fairfax County and the Cities of Alexandria, Falls Church and Fairfax in Virginia, and Montgomery County and Prince George's County in Maryland. Service is provided from 5:30 am to 12:00 midnight, seven days a week in the Virginia jurisdictions and the District of Columbia. Service is provided from 5:30 am to 12:00 midnight Mondays through Fridays in the Maryland jurisdiction. Hours of operation may be changed upon request of the County Project Officer. However, STAR does not provide service to or from Prince George's County on weekends and holidays.

Currently, STAR operates on a zone-based system, as detailed in the Scope of Services.

Currently, there are a maximum of 14 vehicles dedicated to weekday STAR paratransit services, five vehicles dedicated on Saturdays and two dedicated on Sundays. For Fiscal Year 2023, STAR served 19,286 trips in Zone 1; 14,088 trips in Zone 2; and 4,475 trips in Zone 3. Separate from the zone system, an additional 4,405 trips were made by the Department of Human Services and other County agencies, which use STAR to serve senior citizens of Arlington County with various internal programs.

2. STAR Call Center (SCC)

The hours of operation for the call center are from 7:00 a.m. to 7:00 p.m. Monday through Friday, except for the County observed holidays (when a holiday falls on a Monday, the call center will be operational on Sunday 11:00 am to 3:00 pm), and Saturdays from 8:30 a.m. - 5:30 p.m.

- a. The SCC is responsible for verifying a passenger's itinerary and contact information and will provide information concerning special needs of the passenger for each trip.
- b. The SCC will enable passengers to reserve rides from one to seven days in advance of the trip date and to schedule rides by pickup time noting latest arrival times.
- c. The SCC assigns trips to the Contractor.
- d. The manifests for the shared-ride trips and consecutively scheduled trips (tours) will be provided to the Contractor via email, website or scheduling software (currently Trapeze). The manifests will list the passenger's name; pick-up and drop-off locations, including sequence; the time and other special instructions.

IV. SCOPE OF SERVICES

A. GENERAL

1. The Contractor must provide transportation services for the County's paratransit operation, the Specialized Transit for Arlington Residents (STAR) program. The work shall include the provision of transportation services for persons with disabilities using the Contractor's vehicles. The Contractor shall assume full responsibility for ensuring the safety of passengers at the highest possible level throughout the duration of this contract.
2. Transportation must be provided seven days per week, except inclement weather days as determined by [STAR's Severe Weather Policy](#). Transportation is not provided to Prince George's County on weekends or County holidays (see [Holiday Schedule](#)).
3. The Contractor must transport persons with disabilities from their place of origin to designated locations, unless otherwise directed by the Project Officer, and return them to their destination. In addition to the site locations listed below, future service site locations may be added, upon mutual agreement of the Contractor and the County.
4. Fare zones are as follows:
 - a. STAR is required by the Americans with Disabilities Act (ADA) to provide paratransit service within Arlington County (**Zone 1**).
 - b. STAR provides service to D.C., Alexandria, Falls Church, Fairfax County (inside the Beltway), INOVA Fairfax Hospital, and the Woodburn Mental Health Campus (**Zone 2**).
 - c. STAR also provides service to Fairfax County (outside the Beltway), Montgomery County, Loudoun, or Prince George's County (**Zone 3**).
5. STAR hours of service are between the hours of 5:30 a.m. to midnight, seven days a week, with no restrictions on trip purposes for pre-scheduled trips. Same-day trips may be subject to specific requirements and exceptions. In specific instances, residents may be allowed to book same-day trips with the SCC. STAR will attempt, but cannot guarantee, to schedule a same-day ride only in the following unforeseen urgent situations:
 - a. An unscheduled medical appointment
 - b. An unanticipated family or personal crisis. Examples of a family or personal crisis include meeting a relative who has been taken to a hospital or dealing with a child's disciplinary situation at school.
6. All daily trip plans on STAR must begin or end in Arlington with capacity for a limited number of weekday midday trips (approximately 10:00 AM - 2:30 PM) entirely outside Arlington County within a certain Fare Zone. STAR customers may ride anywhere Metro Bus or Rail service is available; all pickup and destination addresses must be within 3/4 mile of a transit route.
7. The maximum number of dedicated vehicles may change as required by the County to accommodate service needs. The Contractor must have these vehicles on hand, even if the maximum number of dedicated vehicles is not currently required. During severe weather emergencies, four dedicated vehicles staffed by a bus attendant as well as a driver may be

required and must be provided by the Contactor. Severe weather emergencies will be decided by the County in consultation with the SCC.

8. On a daily basis, the maximum number of dedicated vehicles may not be needed, depending on the intensity of service levels on any given day. The number of dedicated vehicles required for STAR services daily is at the discretion of the SCC and may decrease with twenty-eight calendar-days' minimum notice or increase with seven calendar-days' notice.

B. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

The Contractor must:

1. Be responsible for the provision of all technical expertise, qualified personnel, wheelchair accessible vehicles, communication equipment, tools and materials to safely provide curb to curb transportation services for the operation of STAR services for qualified County residents.
2. Provide transportation services as directed by the CC and under the general supervision of the County Project Officer.
3. Work with the SCC and the County to verify schedules for all trips to ensure accuracy.
4. Refrain from making any direct arrangements with passengers and encourage them to contact the SCC during operational hours. However, when the SCC is closed, the Contractor may receive calls from the passengers and in that case must assist if possible.

C. VEHICLE REQUIREMENTS

1. The Contractor must furnish wheelchair accessible vehicles that are fully compliant with 49 CFR 38 - Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
 - a. All vehicles must have locking doors, and all seats in each vehicle must be equipped with operational seat belts. All wheelchair placements must have securements for any wheelchair type.
 - b. The Contractor must provide vehicles with wheelchair lifts or ramps that meet ADA standards of 840 mm wide by 1220 mm long. The Contractor must also have 915 mm wide by 1525 mm long vehicles that can accommodate wider and longer wheelchairs and other ambulatory devices. Vehicles to be dedicated to STAR services must include three units, each of which can accommodate a minimum of three wheelchair securement places, a permanent seat for one ambulatory passenger and flip-seats for a minimum of four ambulatory riders.

2. All assigned vehicles must be equipped with fully functional two-way communications system and a functioning speedometer and odometer.
3. All vehicles used by the Contractor must have an interior rear-view mirror for monitoring the passenger compartment.
4. The interior and exterior of the vehicle must be clean, free of broken mirrors or windows and major dents or paint damage that detracts from the overall appearance of the vehicles with intact non-permeable upholstery and floor and ceiling coverings.
5. All vehicles must have fully operational heating and air conditions systems. During winter service operation, the measured temperature anywhere in the coach's interior must not be less than 68 degrees Fahrenheit. During summer service operation, the interior vehicle temperature must not be greater than 75 degrees Fahrenheit. In the event that heating, and air conditions systems stop functioning, the Contractor must not operate a revenue vehicle in revenue service for longer than one peak period shift.
6. Each assigned vehicle must be equipped with a vehicle information packet containing current vehicle registration, insurance card and accident procedures and forms.
7. All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
8. Each vehicle must have passenger compartments that are clean, free from torn upholstery or floor or ceiling covering, damaged or broken seats, and protruding sharp edges. Reasonable exceptions to vehicle cleanliness will be made for usage during rain or other inclement weather.
9. Each vehicle must contain a GPS of the applicable regions with sufficient detail to locate passengers' homes and destinations.
10. Each vehicle must have an on-board video recording system for the passenger compartment and technology for the Contractor to receive trip manifests from the scheduling software that the Call Center uses (currently Trapeze).
11. Upon request by the County, the Contractor must submit all maintenance records for each assigned vehicle to the County Project Officer or their designee.
12. Each vehicle must be equipped with first aid and biohazard cleanup kits.
13. The Contractor must not operate any vehicle with accident damage readily apparent and visible to the traveling public. All graffiti must be removed within 24 hours.
14. The Contractor must, at a minimum, sweep the interiors of the vehicle and empty trash once daily; mop, wash windows and clean the driver's area once weekly; and thoroughly clean the driver's area, dashboard, windows, ceiling, walls, seats, and all other interior areas once monthly.

The interior passenger compartment of each vehicle must be free of roaches and other insects or vermin as well as noxious odors from cleaning products, pest control products, and exhaust

fumes emitted by the engine of such vehicle. On-board air fresheners are hazardous to riders with multiple chemical sensitivities and must not be used. The Contractor is expressly prohibited from using any pest control product or application procedures that would be hazardous to the health and wellbeing of the passengers and driver, as determined by the County and the Contractor during contract negotiations. Hazardous pesticides will be assessed in bi-annual inspections, as detailed below. Any hazardous pesticides found inside vehicles will incur a deduction from the amount due to the Contractor, as detailed in the Contract.

15. The Contractor must maintain a fleet of spare vehicles equivalent to 20% of peak vehicle requirements to adequately meet the County needs and must replace vehicles when they no longer meet Contract standards.
16. All vehicles must have Contractor's name, phone number, and vehicle number prominently displayed on the exterior and interior of each vehicle. This information and the complaint procedures must be available in written form on each vehicle and available for distribution to recipients on request.
17. The Contractor will be responsible for annual state emission and safety inspections of all vehicles and all costs associated with the inspections and remedying any deficiencies.
18. In addition, the Contractor must perform bi-annual inspections that include the following: safety, accessibility compliance, hazardous pesticide application, passenger comfort and fitness for operation under this contract. The County will designate the inspection site and reserves the right to conduct more inspections as deemed necessary.

Additionally, the County will inspect all vehicles prior to the first day of services and will periodically inspect all vehicles used in the performance of services under this contract and will be the sole authority regarding the conformance of any vehicle to the contract requirements. Any defects identified by the Project Officer must be corrected by the Contractor, at no additional cost to the County, within three calendar days from email notification. If the County determines that a vehicle is unsafe, the County may direct that the vehicle be withdrawn from service immediately until the problem is corrected. The Contractor will set forth vehicle maintenance schedules and accompanying records should be available for the County's review.

D. STAFFING AND FACILITY REQUIREMENTS

1. The Contractor must:
 - a. Ensure that all drivers are at least 21 years of age and are properly licensed and endorsed for the relevant vehicle type and in the appropriate jurisdiction.
 - b. Obtain employment history and driving records of its drivers (including history of motor vehicle violations and accidents for the past seven years from the date of contract award). All drivers must have no more than two chargeable accidents or moving violations in the preceding three years and no revoked or suspended license in the previous five years.

- c. Obtain a criminal background check for each driver which must include an examination of the statewide Automated Fingerprint Identification System and a sex offender registry record request from the Virginia State Police and the Virginia Department of Social Services - Child Protective Services Unit. Results of the search for the registry must be maintained in the employee's personnel record. Drivers must not have any prior convictions for substance abuse, sexual abuse, or crime of violence. Approval from the County Project Officer must be obtained for any driver who has been convicted of a felony before employment by the Contractor. Criminal background and motor vehicle checks to be conducted annually by Contractor.
- d. Train its drivers in the following skills: defensive driving techniques, passenger and wheelchair/scooter handling (including providing necessary assistance, support and oral directions to passengers), and dealing with difficult situations. Training must include how to assist passengers with limited mobility. A map test to assess drivers' ability to understand GPS directions must also be administered to the drivers. Documentation for completion of all training must be sent to the County.
- e. In event of a medical emergency, drivers are expected to have the Contractor's dispatch contact 911 for EMS services. Drivers and aides must be trained in the proper use of first aid and biohazard kits and should have universal precautions training. However, drivers and aides are not expected to provide emergency medical services.
- f. Immediately remove any assigned driver from performing work under this contract if the driver loses driving privileges or is convicted of driving while intoxicated or under the influence.
- g. Require drivers and aides wear or have visible, easily readable organization identification. Drivers and aides must not wear any type of headphones at any time while on duty. Drivers are prohibited from operating cell phones when the vehicle is in motion.
- h. Notify the SCC within an hour and submit a written report to the SCC and County Project Officer within 48 hours of any accident or a serious adverse incident (as defined by the National Transit Database) involving a passenger.
- i. Drivers must ensure that each passenger is seated, that seat belts are securely fastened for each occupant, and wheelchairs and wheelchair passengers are properly secured. They must not proceed until such conditions are met.
- j. Drivers must not smoke, eat or drink in vehicles.

2. ADMINISTRATION

- a. The Contractor must designate two key personnel as points of contact for this contract: a General Manager and an Operations Manager, to be filled by persons with at least three years' experience in management of a paratransit service. These personnel must

be available during operational hours to respond to the County Project Officer. The Contractor must establish direct communication access between the County and these staff.

- b. The General Manager must be the point of contact to make operations decisions or provide coordination as may be requested by the County Project Officer. The Contractor may, at its option, designate additional contacts for contract issues. The General Manager must demonstrate competency in all aspects of the service covered by this contract and basic knowledge of public paratransit issues, policies and procedures.
- c. The General Manager must prepare performance reports, monthly reports that highlight goals and accomplishments, submit invoices, and other related duties – See Reporting Section below.
- d. The Operations Manager must demonstrate competency in paratransit operations and direct daily operations of services under this contract.
- e. The Contractor must provide e-mail addresses to allow County staff to transmit customer complaints/comments/commendations and allow job applicants to make inquiries. The Contractor must designate personnel to respond to complaints regarding general operations, safety and training, and maintenance. The Contractor must respond to complaints using the Customer Comments System, on which the County will provide training. Responses to safety-related complaints must be sent to the County Project Officer by the following working day. The Contractor's responses to other operations and maintenance issues must be sent to the County Project Officer within 72 working hours.

3. FACILITIES

- a. The Contractor must provide the necessary space to accommodate the maximum number of vehicles for service, as decided by the County.
- b. The Contractor must provide a phone system suitable to meet the requirements stated in this contract, including an unlisted phone number to be used solely for communication between the County and the SCC, and an appropriate number of lines for general use and contact with the public when the SCC is closed.

E. ALCOHOL AND DRUG TESTING PLAN

The Contractor must:

1. Establish and implement an alcohol misuse and anti-drug program and that complies with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.
2. Upon award of this contract, submit an Alcohol and Drug Testing Plan to the County Project Officer for review and approval. The Plan must comply with Federal Transit Administration

(FTA) required drug and alcohol testing programs as described in 49 Code of Federal Regulations (CFR) Parts 40, 653, and 654 and include a detailed description of the frequency and the type of testing to be implemented. At a minimum, the Plan must include the following information:

- a. A list of the drivers.
- b. The requirement that a covered driver submit to testing.
- c. A description of the behavior prohibited by the regulations, including what period of the workday the covered employee is required to be in compliance.
- d. The circumstances for testing.
- e. A description of the behavior that constitutes a refusal to submit to a test and the consequences.
- f. The procedures used to test for the presence of drugs/alcohol and how the Contractor will ensure the integrity of the testing and reporting processes, including safeguarding the validity of the results and matching the results the correct employee.
- g. The consequences of a verified positive test.
- h. The training and education that will be required of all covered employees concerning the effects and symptoms of substance abuse and methods of intervening when a substance abuse problem is suspected.
- i. The identity of the person designated by the employer to answer employees' questions about the testing program.
- j. The name of the Department of Health and Human Services-certified laboratory used for the testing.

Deficiencies in compliance with the FTA regulations must be corrected within 45 days. Failure to correct the deficiencies within this time frame may lead to sanctions, including possible termination.

F. SAFETY REQUIREMENTS

The Contractor must:

1. Designate one Safety and Training Officer, who will be responsible for the management of safety program and reporting to the Contractor's General Manager and the County Project Officer. The designated Safety and Training Officer must be a) fully trained and experienced with the policies, regulations and standards applicable to the work being performed; b) capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous or dangerous to employees; and c) capable of ensuring compliance with

applicable safety regulations. The Safety and Training Officer must have the authority to take prompt corrective measures, which may include removal of personnel from an assignment.

2. Develop, implement and maintain a formal safety program. The program description must be submitted to the Project Officer for review within seven days of the County's request.
3. Create an accident review board that will meet at least once monthly to evaluate accidents and safety and to determine the preventability of accidents.
4. For new employees and subcontractors, the Contractor must provide orientation, commensurate with their responsibilities, within 15 business days of their assignment to this contract. Orientation must be documented and must include, at a minimum: a) confidentiality practices, including Health Insurance Portability and Accountability Act (HIPAA) compliance with regard to an individual's drug and alcohol testing record and b) practices that ensure individuals' rights, including reporting requirements to the County's Adult Protective Services.

G. DOCUMENTATION AND REPORTING REQUIREMENTS

The Contractor must:

1. Obtain and keep on file the current driving record transcripts for the preceding five years on each driver and submit these transcripts to the County Project Officer upon request. The Contractor must review each employee's driving record at least annually and inform the County of any actions that the Contractor has taken as a result of that review.
2. Provide the County Project Officer with a copy of the Contractor's personnel policies and procedures relating to driver qualifications, conduct, evaluation, monitoring and conditions for termination from employment. If any revisions to the Contractor's policies and procedures are made during the contract term, the Contractor must provide the County Project Officers with copies before the effective date of the revisions.
3. Maintain and update as needed an Operations Manual that documents all operating procedures and policies including, but not limited to: vehicle and radio procedures; driver work rules; driver conduct; "where's my ride" calls; safety; driver concerns about vehicle condition or an error in the manifest; schedule adherence problems; customer no-shows; customer behavior problems; excessive customer assistance requirements; customer or address identification problems; fare payment problems; public relations; dispatch procedures; security; accident investigation and prevention; emergency procedures; daily trip records; complaint investigation; quality control procedures, including periodic monitoring; and a Continuity of Operations Plan in the event of emergencies; practices of confidentiality including access, duplication, and dissemination of any portion of an individual's record, in accordance with federal Health Insurance Portability and Accountability Act (HIPAA) regulations; and Practices that assure individuals' rights, including understanding of human rights and reporting requirements to Adult Protective Services.

4. Every STAR dedicated vehicle must be equipped with first aid and biohazard cleanup kits. Drivers and aides are to be trained in the proper use of those kits and should have universal precautions training. However, drivers and aides are not expected to provide emergency medical services.
5. Adopt a preventive maintenance schedule for each type of vehicle and maintain maintenance records for each vehicle dedicated to service, including usage of fuel and all fluids and lubricants, scheduled maintenance and inspections, parts usage, unscheduled maintenance, and total labor hours expended. Record keeping for all vehicles must be consistent with fleet management best practices. The Contractor is responsible for keeping the vehicle files current throughout the term of the Contract and available to the County Project Officers for inspection within one business days' notice.
6. Use the software (currently Trapeze) provided by the SCC that schedules trips, print outs and electronically transfers manifests, and re-enters trip data for reporting purposes.
7. Submit actual trip performance information, including pickup and drop-off times and odometer readings for every STAR ride to the SCC on a daily basis, using the system and forms provided by the SCC, and produce accurate reports for the National Transit Database (NTD) as illustrated in Attachment 1.
8. Submit to the Project Officer a concise monthly narrative report that highlights operations, accomplishments, accident reports, staffing changes and any concerns. These monthly reports must also include monthly updates for submittal to the National Transit Database, providing the information specified in Attachment 1.
9. Produce reports and data as required for the County's Transit Bureau budget submissions, planning reports, grant applications, and submissions for award programs.

H. PERFORMANCE STANDARDS AND DEDUCTIONS

Service Quality Standards Index (SQSI)

To encourage the highest quality service from the Contractor, the County has developed Service Quality Standards Index (SQSI) measures that will be used to judge the efficacy of service provided. These standards all have a potential positive and negative impact on STAR's riders and service based on the quality of service provided by Contractor. These standards were designed to be true incentives toward attainment of excellence and the Contractor is encouraged to share them with all levels of personnel.

Index and definition
On-Time Performance: The Contractor must work to ensure that scheduled passenger pick-ups are provided within the pickup window of zero minutes early to ten minutes late, unless the customer is ready and waiting to be picked up early. If 95% of the pickups in a month occur within this window, then an incentive payment of \$800 will be awarded to the Contractor. However, if less than 90% of the pickups on dedicated vehicles in a month occur within this window, then \$800 will be deducted from the Contractor.

Excessive Ride Time: The Contractor must endeavor to transport customers within a reasonable amount of time. The County will deduct \$100 for each ride lasting two hours in duration, with the exception of rides provided during local weather emergencies or other special exceptions, which must be approved by the County in response to a written request.
Unauthorized Reassignment: Drivers are to pick up and drop off STAR passengers in the order indicated by manifests supplied by the SCC. Only the SCC or the County Project Officer can authorize trips to be reassigned from one vehicle to another.
Preventable crashes per 100,000 miles.
Transportation Vehicle Interior Comfort: Failure to meet the passenger comfort standards set forth in this SOW, including the presence of hazardous pesticides/pest control measures within the vehicles, will result in a deduction of \$25 per non-complying vehicle per day.
Preventive Maintenance: The County will deduct \$100 from the Contractor's invoice each time a Contractor's vehicle fails the bi-annual County-mandated inspection (see Section C part 24 for further explanation of the inspection).

I. COUNTY OVERSIGHT

The performance of the Contractor under this contract is subject to the review, supervision and approval of the County Project Officer.

The County will:

1. Perform overall project budgeting functions.
2. Monitor the Contractor's performance and conduct inspections.
3. Modify STAR Policies and Procedures and SCC operating hours, if necessary.
4. Receive and analyze reports, inquiries, and notices as required.
5. Provide official notices and give instructions.
6. Respond to public comments and complaints that come from the County's Department of Human Services and/or Department of Environmental Services and inform the Contractor of the complaints and responses.
7. Maintain a database of riders listing transportation requirements and services for each rider, such as the impairments and the type of mobility assistive devices used by the rider. This database will be used to determine if a rider requires special accommodation for future STAR rides.

J. MOBILE PAYMENT OPTION

If authorized by the County, the Contractor will provide a mobile payment option, a software service that allows drivers to collect electronic payments from passengers when a ride has been completed.

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, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, 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:

Criteria	Points
UNDERSTANDING OF SCOPE AND PROJECT APPROACH	25
EXPERIENCE AND QUALIFICATIONS OF FIRM	35
SKILLS AND EXPERIENCE OF THE STAFF	20
SAFETY AND QUALITY CONTROL PROGRAM	20
TOTAL	100

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.

1. EXECUTED FORMS

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

2. MANDATORY REQUIREMENTS

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are 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.

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

3. EXECUTIVE SUMMARY *(not evaluated)*

(Maximum of one page)

The Offeror's proposal must contain an executive summary of the Offeror's overall capabilities and approaches for accomplishing the services.

Specify the locations of the Offeror's main, local and branch offices and when they were established.

4. UNDERSTANDING OF SCOPE AND PROJECT APPROACH (*evaluation criteria weight: 25%*)

- a. Provide your understanding of the scope, technical requirements and approach used to successfully complete the required tasks for this work. In addition, describe your familiarity with federal, state, and local standards, procedures and requirements, including the Americans with Disabilities Act.
- b. Provide a project schedule that includes the completion of start-up activities, including vehicle acquisition; personnel hiring, training and related human resource support; preparation of maintenance schedules and software; completion of manuals and other documentation; meeting with County and call center staff to coordinate procedures; accounting; and other tasks necessary to be prepared to commence operations.
- c. Use the estimated usage figures in the to explain in detail how your company will provide and schedule services to meet the estimated demand of the program.

5. EXPERIENCE AND QUALIFICATIONS OF FIRM (*evaluation criteria weight: 35%*)

- a. Provide evidence of having a minimum of five years of experience in operating a fleet of ten or more vehicles in regular weekday service transporting people with disabilities, including users of wheelchairs and other mobility aid devices.
- b. Provide references for three current or past contracts of similar scope of work. The information for each reference must include the name, company, telephone number and email address of a responsible contact person who can verify the information provided for the identified contract. These contact numbers and emails must be current and operational to count as a valid reference submission.
- c. List and describe the types of vehicles that the Offeror intends to use for performance of STAR paratransit transportation services, including accessibility equipment and vehicle specifications. The list must include the vehicle type, number, capacity for ambulatory riders, capacity for wheelchair riders, age, mileage, month and year of current Virginia safety inspection.

6. SKILLS AND EXPERIENCE OF THE STAFF (*evaluation criteria weight: 20%*)

- a. Describe how the proposed General Manager, Maintenance Manager, Operations Manager, Safety and Training Manager, Road Supervisors and dispatchers are qualified in terms of education, training, and prior experience. Include resumes for each.
- b. Describe the project team's collective experience in collecting and processing data and developing descriptive narratives to be used for reporting and billing purposes.
- c. Describe your processes for recruitment, hiring, and training of all drivers and employees involved in customer service. In addition, describe your training on providing services to persons with disabilities.

7. SAFETY AND QUALITY CONTROL PROGRAM (*evaluation criteria weight: 20%*)

- a. Describe your procedures for monitoring and quality control.
- b. Submit your procedures for service operations for drivers and dispatchers and vehicle preventative maintenance.
- c. Submit your continuity of operations plan in the event of emergencies.
- d. Submit a copy of your safety policies and procedures.

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

9. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment 5 to provide pricing proposals.

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. 24-DES-RFP-528

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 – Contractor Performance Evaluation Form

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 providing transportation services within the County's paratransit operation for the Specialized Transit for Arlington Residents (STAR) program. The work shall include the provision of transportation services for persons with disabilities using the contractor's vehicles. 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. Work under this Agreement will commence on _____, 20____. All work defined in Exhibit A, must be completed no later than _____, 20____ OR ____ calendar days following the commencement date. No work will be deemed complete until it is accepted by the County's Project Officer.

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 A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

The Contractor shall be paid on a reimbursable cost basis, plus any incentives for success in performing above standards or less any liquidated damages for failure to perform according to contract stipulations and requirements.

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. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

The Contractor must deduct from each invoice to the County any payments received from Virginia's Department of Medical Assistance ("DMAS") or any transportation broker for services provided to Medicaid-eligible riders, less an administrative fee of 10%. The Contractor must bill DMAS or its authorized broker for all Medicaid-eligible riders maximizing Medicaid revenues. Cash fares must be retained by the Contractor and deducted from the monthly bill. When STAR Coupons are used to pay fares, the STAR Coupons must be returned to the SCC with the monthly bills.

8. LIQUIDATED DAMAGES

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor waives any defense as to the validity of any liquidated damages on grounds that the liquidated damages are void as penalties or are not reasonably related to actual damages.

- a. Any liquidated damages assessed by the County will reduce the total revenues due to the Contractor as specified in Performance Standards and Deductions paragraph below. The County may waive the imposition of deductions at its sole discretion.
- b. Before assessing any liquidated damages to the Contractor, the County will follow the following procedures:
 - i. The County will notify the Contractor in writing of any performance problems with respect to the service standards set forth in the Scope of Work
 - ii. The Contractor must take immediate corrective action upon receipt of the notice. Within 10 days of notification, the Contractor must provide the County with a statement of the corrective action that it will take, or a response explaining why it will not take corrective action. The County will allow the Contractor a reasonable amount of time to take appropriate corrective action..
 - iii. If the problem persists, the County will send a second notice to the Contractor indicating the County's intent to monitor the service towards assessment of liquidated damages.

- iv. The Contractor will be notified within 48 hours after any assessment of liquidated damages, along with supporting data. damages.
- v. If the Contractor disputes the assessment of liquidated damages, the County will pay any amount of the monthly billing that is not in dispute according to normal payment terms.
- vi. The County will not assess liquidated damages based on events beyond the control of the Contractor, such as accidents, severe weather, extended vehicle life or unusual traffic, as determined by the County.

9. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit ____ will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

10. * 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.

11. 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.

12. * 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.

13. 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).

14. * 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.

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. 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.

21. 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.

22. 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.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. 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.

26. * 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.

27. * 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.

28. 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.

29. * 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.

30. * 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.

31. 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.

32. 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)

33. AUDIT

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

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

34. 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.

35. AMENDMENTS

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

36. * 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.

37. * 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.

38. * 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.

39. ARBITRATION

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

40. 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.

41. 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.

42. 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.

43. * 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.

44. 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.

45. 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.

46. 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.

47. 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

48. 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.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

51. 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.

52. VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION CONTRACT PROVISIONS

The work is funded in part by grants from the Virginia Department of Rail and Public Transportation (DRPT). The Contractor is responsible for ensuring compliance with all applicable DRPT requirements including the following:

- a. The Contractor, their agents and employees shall comply with all covenants and provisions of the DRPT Master Agreement for the Use of Commonwealth Transportation Funds with the County Board of Arlington County VA dated July 1, 2020, and shall be made expressly a part of any subcontracts executed by the Contractor and shall be binding on all subcontractors, vendors, their agents and employees.
- b. The Contractor shall name the Northern Virginia Transportation Commission (NVTC) and its Bond Trustee, the Commonwealth of Virginia, the Commonwealth Transportation Board (CTB), DRPT, the Virginia Department of Transportation (VDOT) and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be performed, and present satisfactory evidence of insurance coverage before commencing with any Work, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Project, or any breach by the Contractor

of its representations or warranties in this Project; (b) any actual or willful misconduct or negligence of Contractor its employees or agents in direct connection with the Work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Contractor in direct connection with the Work; (d) inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Contractor, its employees or agents in direct connection with the work; or (e) any assumed liabilities.

c. The Contractor shall indemnify, defend and hold harmless, NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, agents, and employees of these entities from and against any all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any act or omission by the Contractor, its subcontractors, agent or employees in the performance of the Work.

d. The obligations of this Section shall survive the termination or completion of the Contract.

53. 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).
- d. Crime Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate.
- e. Abuse and Molestation - \$1,000,000 per occurrence.
- f. 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.

- g. 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.
- h. 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.
- i. 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.

54. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

55. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts will 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 will 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 C

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation _____ Final Evaluation _____

Scope of Work/Services Provided:

Contract Start Date: ___/___/___ Contract End Date: ___/___/___ Actual Completion Date: ___/___/___

Please rate the effectiveness of the Contractor’s performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below “satisfactory” or an “excellent” in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor’s workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

2. Problem Solving and Decision Making

Rate the Contractor’s ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s Signature: _____ Date: _____

Evaluator’s (PjO) Printed Name _____ Evaluator’s Title: _____

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 24-DES-RFP-528**

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
3:00 P.M., JUNE 14, 2024.**

FOR PROVIDING TRANSPORTATION SERVICES FOR PERSONS WITH DISABILITIES USING THE
CONTRACTOR'S VEHICLES 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:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

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 S:

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, ENJOINED, OR SUSPENDED 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 4-112 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 specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

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 4

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: _____

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. 24-DES-RFP-528, 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: _____