



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-411

THIS IS AN OPEN-ENDED SOLICITATION WITH MULTIPLE SUBMISSION DATES

RESERVED-SPACE AND FREE-FLOATING CAR-SHARING SERVICES

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 5:00 P.M. ON THE 23RD DAY OF FEBRUARY 2024 AS THE FIRST SUBMISSION DEADLINE. IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL, VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY. NO RESPONSES FOR THAT SUBMISSION DEADLINE WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

SECOND DEADLINE PROPOSAL DUE DATE:	AUGUST 23, 2024, at 5:00 P.M.
THIRD DEADLINE PROPOSAL DUE DATE:	FEBRUARY 21, 2025, at 5:00 P.M.
FOURTH DEADLINE PROPOSAL DUE DATE:	AUGUST 22, 2025, at 5:00 P.M.
FIFTH DEADLINE PROPOSAL DUE DATE:	FEBRUARY 20, 2026, at 5:00 P.M.
SIXTH DEADLINE PROPOSAL DUE DATE:	AUGUST 21, 2026 at 5:00 P.M.
SEVENTH DEADLINE PROPOSAL DUE DATE:	FEBRUARY 19, 2027 at 5:00 P.M.
EIGHTH DEADLINE PROPOSAL DUE DATE:	AUGUST 20, 2027 at 5:00 P.M.

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 11:00 a.m., Monday, February 5th, 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](#), or join by dialing 347-973-6905 and enter Conference ID 430 917 606#. 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

Lucas Alexander, VCO, VCA
Procurement Officer
lalexander@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-411 – TENTATIVE SCHEDULE

RFP ISSUANCE	1/22/2024
PREPROPOSAL CONFERENCE	2/5/2024 at 11:00 a.m.
QUESTION DEADLINE	2/9/2024 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	2/13/2024
PROPOSALS DUE	2/23/2024 at 5:00 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-411**. 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 FEBRUARY 9TH, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

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

3. OFFERORS’ RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

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

6. NOTICE OF DECISION TO AWARD

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

7. TRADE SECRETS OR PROPRIETARY INFORMATION

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

8. DEBARMENT STATUS

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

9. CONFLICT OF INTEREST STATEMENT

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

10. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

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

11. AUTHORITY TO 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: www.scc.virginia.gov.

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

12. EXCEPTIONS TO TERMS AND CONDITIONS

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

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

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

13. INSURANCE REQUIREMENTS

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

14. ARLINGTON COUNTY BUSINESS LICENSES

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

15. 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.

16. 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.

17. 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-411

The intent of this solicitation and resulting agreement is to obtain the services of multiple qualified contractors to provide car-sharing services for Arlington County. Offeror(s) may submit proposals for either or both of the following types of car-sharing services.

1. Reserved-space car-sharing: service that allows its members to start and end trips in the same location reserved exclusively for car-sharing.
2. Free-floating car-sharing: service that allows its members to start and end in different locations throughout Arlington County and/or the region.

The County will accept proposals throughout the contract period and review proposals for consideration of award during two annual windows, in January and July. Offerors may submit their proposal for one, some, or all of the types of activities listed or not listed in the Scope of Services. The County will also consider and evaluate proposals in car-sharing service categories other than those listed in the Scope of Services. If the Offeror desires to submit a proposal for an activity that is not listed, then the Offeror must submit that proposal with a full description of the proposed activity.

If at any time the County updates this solicitation with additional services after awards have been made, the County will reach out to contractors who have already been awarded a contract to confirm in writing whether they are capable of and interested in performing the new services. The County will add new services only during pre-planned proposal review periods, either in January or July. Any new services will be added to current contracts by amendment.

BACKGROUND/PURPOSE OF SOLICITATION

Car-sharing is part of the County's Master Transportation Plan and supports the goals of complementing and extending the reach of transit and other travel options, such as biking and walking, alleviating parking and traffic congestion, reducing greenhouse gases and particulate emissions, reducing personal vehicle ownership and household transportation costs, and increasing travel convenience and accessibility.

The Department of Environmental Services' (DES) mission is to make Arlington County a vibrant, accessible, and sustainable community through strategic transportation and environmental and capital investment projects, while providing excellent customer service, operations, and maintenance in a safe and healthy environment for all. DES's service makes Arlington a leading community that is vibrant, accessible, and resilient, today and in the future.

The County currently provides various transportation-related services to the residents of Arlington County, including on-street and off-street public parking, [Residential Permit Parking \(RPP\)](#), bus transit services via [Arlington Transit \(ART\)](#) and [STAR Paratransit](#), public bicycle sharing via [Capital Bikeshare \(CaBi\)](#), a shared [micro-mobility device permit program](#), safety enhancements and congestion management through [Vision Zero](#), operation of a [Traffic Management Center](#), and [Transportation Demand Management \(TDM\)](#) site planning, as well as long term transportation planning and studies. The [Master Transportation Plan \(MTP\)](#) provides general guidance for Arlington's transportation system through 2030.

In December 2016, the County Board authorized a new [ordinance](#) related to car-sharing (Chapter 14.2 of the Arlington County Code), ensuring a competitive procurement of car-sharing services, and establishing permits, fees, and enforcement procedures for authorized car-sharing vehicles.

Based on this ordinance, the County Manager and staff established programs for reserved-space car-sharing and free-floating car-sharing in Arlington's public right of way.

Car-sharing, in general, provides some of the benefits of private vehicle ownership but without the upfront costs of owning a private vehicle. Car-sharing offers financial savings on transportation costs, particularly insurance, maintenance, and depreciation. It also provides convenience and flexibility, as users can easily access a vehicle without having to pay for long-term parking. Car-sharing helps to reduce the number of cars owned per household, and it offers a variety of vehicle types to choose from, so users can select the right vehicle for their needs.

IV. SCOPE OF SERVICES

The Contractor(s) will work with the DES Car-Sharing Program Coordinator, who will be designated as the County Project Officer for this contract, to provide reserved-space car-sharing and/or free-floating car-sharing services in Arlington County. The Contractor must adhere to all state and local guidelines relating to the operations and maintenance of personal vehicles and communicate all licensing needs directly through the County Project Officer.

I. DEFINITIONS

The following words and terms, when used in this Scope of Services, will have the following meanings:

1. "Car-sharing fleet" refers to the total set of vehicles made accessible by a car-sharing vendor for the use of its members in Arlington.
2. "Car-sharing parking station" refers to on-street parking spaces within Arlington County designated and reserved for the provision of car-sharing services.
3. "Car-sharing service" is a membership-based service available to the general public that provides access to a dispersed fleet of vehicles intended for short-term use, for which members are charged based on actual use as determined by time, mileage, or the like.
4. "Car-sharing Member" refers to any user of car-sharing services, whether the service is subscription-based or not.
5. "Car-sharing vendor" is an organization that provides its members with access to a fleet of shared-use vehicles at geographically distributed locations.
6. "Free-floating car-sharing program" is a program that authorizes car-sharing vendors to provide car-sharing services in the public right of way throughout the County.
7. "Reserved-space car-sharing program" is a program that allows its members to start and end trips in the same location reserved exclusively for car-sharing.
8. "Vehicle Fee" refers to the annual fee per-vehicle that a car-sharing contractor pays for operating reserved-space or free-floating car-sharing in the County.
9. "Location" is an intersection (main street and cross street) or the general area where a "car-sharing parking station" can be located.

II. FEES

The Contractor will pay to the County the following fees for reserved-space and/or free-floating services.

1. Vehicle Fee: Payment will be made on a quarterly basis. (e.g., If the offer is \$224 per vehicle annually, the quarterly fee amount is \$56 per vehicle, which is the annual fee divided by four).
2. Payments:
 - A. Initial: The County Project Officer will invoice the Contractor for the first three months of the Vehicle Fee. The Contractor must make payment within 30 calendar days of receiving the invoice. Proof of payment is required to begin service in Arlington County.
 - B. Consecutive: After the first three months of operation, the Contractor will be invoiced quarterly for the next three months of the Vehicle Fee. The Vehicle fee will be based on the number of vehicles in service in the prior quarter. The Contractor must make payment within 30 calendar days of receiving the invoice.

III. GENERAL OPERATIONS

1. Project Management and Administration

The Contractor will appoint a Project Manager to be the key point of contact for the reserved-space car-sharing service. The Project Manager must:

- A. Attend all necessary meetings with Arlington staff to implement, monitor, and evaluate the service in accordance with all contract requirements.
- B. Develop, prepare, update, and distribute a monthly report that displays all data and activities, as outlined in Records/Reports section.
- C. Manage the overall car-sharing service implementation and direct day-to-day operations of the service.
- D. Provide training and resource materials detailing the Contractor's operations, standard operating procedures (SOP) (e.g., maintenance, operations, customer service, etc.) and front-end and back-end software, as applicable.

2. Marketing and Recruiting Activities

The Contractor is responsible for the marketing of its car-sharing service. The Contractor may not advertise or publish the County's endorsement of the car-sharing service without prior written consent. County staff will work with the Contractor to provide County residents with information on the reserved-space and/or free-floating car-sharing program.

3. User Validation, Vehicle Reservations, and Billing

The Contractor will maintain user accounts and handle all matters related to user eligibility, validation, billing, and collections.

4. Service Offerings

The Contractor will provide reserved-space and/or free-floating car-sharing service in Arlington County in accordance with the following requirements.

- A. Operate the service on a reservation basis on a 24-hour-a-day, 7-days-a-week schedule.
- B. Clearly display:
 - a. the company's logo on each car-sharing vehicle in the fleet.
 - b. the County's car-sharing sticker, as described in the General Operations section under Vehicle Placement, on each vehicle in the car-sharing fleet.
- C. Operate the service:
 - a. in the required car-sharing parking stations (reserved-space service only).
 - b. cross-jurisdictionally between Arlington County and adjacent jurisdiction(s) if possible (only applicable for free-floating car-sharing).
- D. Provide all vehicles, equipment, personnel, systems, and other resources necessary for the successful operation of the service.
- E. Ensure that 100% of vehicles used within Arlington County comply with light-duty passenger vehicle emission standards (Tier 2 and 3) as determined by the US Environmental Protection Agency (EPA). Note: Contractors may check conformity with the EPA standards for light duty passenger vehicles by going to the search page of [EPA's Transportation and Air Quality Document Index System](#). If vehicles are not passenger vehicles (i.e., cars and trucks), but on-road mopeds, ensure that 100% of vehicles used within Arlington County comply with light-duty motorcycle emission standards (Class I–A) as determined by the EPA. Note: Contractors may learn more by reviewing the page of [EPA's Regulations for Emissions from Motorcycles \(Light-duty\)](#).

- F. Provide regular updates on service usage and overall service assessment as described in the Records/Reports section.
- G. Be responsible for any/all penalties and fines because of parking tickets or other enforcement, except for erroneous tickets. The County will work with the Contractor to develop a timely process for contesting erroneous tickets.

5. Vehicle and Fleet Management

The Contractor is responsible for the provision of all vehicles necessary to provide the service. All vehicles must be maintained in a safe and clean condition. The Contractor is responsible for fleet management and all maintenance requirements necessary to provide the service, including but not limited to:

- A. Having easily accessible information for all users on emergency procedures and instructions for reporting suspicious activities or unusual items found on-board or in the vicinity of the vehicle.
- B. Maintaining insurance on each vehicle that meets the requirements of the Commonwealth of Virginia.
- C. Owning or leasing its car-sharing vehicles, or if peer-to-peer, ensuring that vehicles are available for car-sharing 100% of the time.
- D. Immediately repair all but minor damage to the vehicle. Minor damage is defined as damage in appearance only. This type of damage cannot affect vehicle safety or operation. Deferring vehicle maintenance is prohibited and could be cause for termination of this Contract.
- E. Repairing any damage to street, sidewalk, and County infrastructure ensuing from the car-sharing service. Damage caused by the Contractor's fleet or operations must be repaired or replaced to the satisfaction of the County at the expense of the Contractor. If the Contractor fails to repair or replace to the satisfaction of the County within 10 business days, The County, at its sole discretion, will have the right to repair and/or replace damaged property at the expense of the Contractor.
- F. After the Contract expires or is terminated, the Contractor must remove all vehicles from Arlington County public right-of-way within 15 business days of the expiration or termination date of the Contract or the vehicles will be towed at the Contractor's expense.
- G. Free-floating car-sharing only:
 - a. Relocating all car-sharing vehicles within 24 hours of last parking. Vehicles parked at the same place for longer than 24 hours may be towed at the Contractor's expense.
 - b. Relocating vehicles within six hours when vehicle density increases to over three vehicles per block, meaning both sides of a street from one intersection to the next, or to the end of a street.
 - c. Relocating vehicles for any reason, upon the County Project Officer's request.

6. Vehicle Placement

A. RESERVED-SPACE SERVICES

The Contractor is responsible for the correct placement of all vehicles assigned to car-sharing parking station(s) in accordance with the following:

- a. Ensuring vehicles are parked in assigned parking stations. Car-sharing vehicles must not be parked in car-sharing parking stations reserved for another car-sharing contractor's vehicles.
- b. Contractor's vehicles may only be placed at the assigned parking station(s).

- c. If a construction or maintenance project necessitates a short-term (up to one month) or long-term (more than one month) removal of an existing car-sharing parking station, the County will work with the affected car-sharing contractor to find a suitable alternative (fee remains unchanged). The County will be responsible for providing temporary signage for the short-term parking station. Long-term removal from a parking station may require signage removal and new permanent signage installation, and will be the responsibility of the County. The Contractor will work with the County to pre-identify alternative locations for parking stations to facilitate relocation in the event permanent space is not available. This relocation process will be pursuant to the County's Alternative Location Selection SOP, when finalized.
- d. Car-sharing parking stations may be permanently removed at the discretion of the County. In these instances, the affected Contractor(s) will not be responsible for paying the fee for the remainder of the Contract and will be entitled to a refund of the related prepaid Vehicle Fee.
- e. A Contractor may request relocation of car-share parking stations by the County. Relocation of a car-sharing space may be permitted if parking is less than 30% of capacity for three consecutive months during the first year of the Contract or two consecutive two months of any subsequent year of the Contract. The County will work with the Contractor to identify a suitable replacement location. All costs associated with signage removal and new signage installations shall be the responsibility of the contractor.
- f. The County will notify the Contractor of short- or long-term relocation or removal in writing, with a minimum of three business days' notice, if possible.
- g. If the County determines that a relocation in the same geographic area is not possible, the County may consider additional locations. The vehicle fee associated with the new car-sharing location will be based on the average vehicle fees in the new geographic area.

B. FREE-FLOATING SERVICES

The Contractor will be allowed to park free-floating car-sharing vehicles at metered locations in the public right of way without payment at the time of parking and in residential parking permit zone locations without displaying a Residential Permit Parking (RPP) program decal within Arlington County.

The Contractor will manage the vehicle placement of free-floating car-sharing vehicles with accordance to the following:

- a. Free-floating car-sharing vehicles may not park in emergency access areas, handicap parking spaces (without a user-supplied tag), fire lanes, bus stops, tour bus spaces, or any other "no parking" zones.
- b. Each car-sharing vehicle must be consistent with the list of vehicles provided to Arlington County for tracking, as described in Records/Reports section.
- c. Each Contractor will receive the number of car-sharing stickers equal to the Contractor's fleet size.
- d. The Contractor may request car-sharing stickers, using the sticker application form, for vehicles operational within the region that are more than the Contractor's fleet size to allow cross-jurisdictional service. The stickers will be provided to the Contractor at no-cost. Note: The additional stickers do not

increase the number of vehicles allowed in Arlington at any point in time. Contractors may also request additional car-sharing stickers to account for vehicle substitutions or damaged stickers.

- e. Car-sharing stickers may not be transferred between vehicles.

7. Service Expansion

A. RESERVED-SPACE SERVICES

After the first quarter of service, Contractors may request to increase the number of spaces in the County up to the maximum number of spaces available. Each additional space and location request must be approved by the County. Contractors may request increases in the number of spaces during pre-planned proposal review periods (January and July). The County retains the right to evaluate expansion requests through an administrative review process, similar to the initial car-sharing parking station assignment.

The Contractor must in making its request:

- a. Identify the number of spaces requested.
- b. Identify the preferred location by intersection (i.e., name of the two or more streets joining or crossing at-grade).
- c. Provide at least one alternative for each requested location.

County staff will evaluate the feasibility of the requested locations and determine the cost per space based on the average cost of all vehicles. If no space has been placed previously at a requested location, the cost will be determined based on the average cost of all vehicles in the same area. If two or more Contractors request a service expansion at the same time, County staff will consider a proposal process to determine the award.

B. FREE-FLOATING SERVICES

After the first two quarters of service, the Contractor may increase its number of vehicles in the County in increments of up to twenty percent of its fleet on a quarterly basis. The expansion request must be approved by the County. The approval of service expansion will be informed, in part, by the fleet's utilization over the prior six consecutive month, including the average parking duration per parking instance and the average percentage of user trips as compared to all trips taken on the system.

If two or more Contractors request a service expansion at the same time, County staff will consider a proposal process to determine the award.

IV. RECORDS/REPORTS

Contractors must make all records supporting the tracking of vehicles and any other relevant information relating to the reporting requirements available for inspection by the County. The County requires raw data from the Contractor to cross-check data sets, understand parking operations impacts, and evaluate expansion requests. The data must be made available electronically, preferably via online tracking portal allowing for export and download of data.

If possible, the Contractor must provide data in accordance with Mobility Data Specification (MDS), a project of the Open Mobility Foundation (OMF) (see here: www.openmobilityfoundation.org). MDS is a set of Application Programming Interfaces (APIs) that standardizes communication and data-

sharing between cities and mobility providers, enabling cities to digitally manage transportation in the public right of way. While the Mobility Data Specification (MDS) with its API format is the preferred data format, other formats like Excel (XLS) and Comma-separated values (CSV) are acceptable.

1. RESERVED-SPACE SERVICES

The Contractor must provide data in accordance with the following:

A. At service start, the Contractor must provide in electronic format a current list of vehicles operating within the County, including the license plate number, vehicle's year, make, model, engine size, and verification of conformity with the EPA's light-duty passenger vehicle emission standards (Tier 2 or 3) and/or light-duty motorcycle emission standards (Class I-A). Within 15 business days after of the end of each calendar month, the Contractor must provide in electronic format:

1. A list of all new and removed or replaced vehicles, including at a minimum the license plate number, vehicle's year, make, model, engine size, and Certificate of Conformity verification.
2. Total monthly user numbers (separately for Arlington County and the Washington Metropolitan Area).
3. Utilization data for each assigned car-sharing parking station detailing the parking station's zone (i.e., North or South Arlington), intersection, whether on-street or off-street, latitude, longitude, number of spaces, and vehicle utilization as percentage. This data should be presented in the following format:

Zone (e.g., North Arlington)	On/Off Street	Intersection (Main Street Name and Cross Street)	Latitude	Longitude	# of Spaces	Vehicle Utilization
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B. Within the first 15 business days of the end of each quarter, the Contractor must provide in electronic format the average parking duration per parking instance in number of minutes for each vehicle used.

2. FREE FLOATING SERVICES

The Contractor must provide data in accordance with the following:

A. At service start, the Contractor must provide in electronic format a current list of vehicles operating within the County, including the license plate number, vehicle's year, make, model, engine size, and verification of conformity with the EPA's light-duty vehicle emission standards (Tier 2 or 3) and/or light-duty motorcycle emission standards (Class I-A).

B. Within 15 business days of the end of each calendar month, the Contractor must provide in electronic format:

- a. A list of all new and removed or replaced vehicles, including at a minimum the license plate number, vehicle's year, make, model, engine size, and Certificate of Conformity verification.
- b. Total monthly user numbers (separately for Arlington and the Washington Metropolitan Area).
- c. Utilization data for each free-floating vehicle detailing the following:
 - i. Individual vehicle's parking location:
 - a. Latitude, longitude,
 - b. Parking start time,

- c. Parking end time,
 - d. Parking start date,
 - e. Parking end date,
 - f. Parking duration in minutes,
 - g. Vehicle license plate,
 - h. Rental ID,
- ii. Individual vehicle's trip data:
 - a. Latitude, longitude,
 - b. Trip start time,
 - c. Trip end time,
 - d. Trip start date,
 - e. Trip end date,
 - f. Trip duration in minutes
 - g. Vehicle license plate,
 - h. Rental ID

V. POST-SERVICE OPERATIONS

The Contractor must provide post-service operations if it is no longer able to provide or chooses to discontinue service, or if the County chooses to terminate service. The post-service operations for both reserved-space and free-floating car-sharing will include but are not limited to:

- A. The Contractor must provide at least 30 days' notice of termination of service.
- B. The Contractor must return all County property, including materials and documentation, in good condition. If the property cannot be returned in good condition, the Contractor will reimburse the County for the cost of the property.
- C. The Contractor must provide the County with a transition plan, to be approved by the County Project Officer, outlining how the County will be able continue to provide car-sharing services after the Contractor has terminated service.

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:

Evaluation Criteria	Points
Program Knowledge, Understanding, Project Management, Approach, Quality Control Plan	40
Experience, Qualification, Past Performance of Offeror	30
Personnel Experience and Qualification	20
Equity	10
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. EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE - 30 Points (4 pages)

Describe prior work experience and qualifications during the past ten years in providing car-sharing services similar in size, scope, and complexity to that required by the Scope of Services. Provide a minimum of three and a maximum of four relevant car-sharing programs operational within the last ten years. A minimum of two car-sharing programs must have been operational within the last five years. car-sharing. Each relevant car-sharing program must be listed separately and include the following items:

- a. Car-sharing program name and location
- b. Jurisdiction's representative's name, title, address, e-mail, and telephone number
- c. Program description
- d. Individual roles and responsibilities for the program

The contact person listed as a reference should be someone having personal knowledge of the Offeror's performance during the term of the program. The contact person should be informed that they will be contacted as a reference by the County. More than one person can be listed; however, each individual should have personal knowledge of the program.

An owner's representative is a firm or individual hired by the owner to oversee the management, operation, monitoring, coordination and all associated activities and responsibilities for the car-sharing program. Consultants or other contractors who provided services will not be acceptable as a reference unless hired as the owner's representative for the program.

4. PERSONNEL EXPERIENCE AND QUALIFICATIONS – 20 Points (4 pages)

Describe the team's prior work experience and qualification in providing work similar in size, scope, and complexity to that described in the Scope of Services. Provide the following:

- a. Qualifications, experience, and capacity of the team to effectively manage a flexible car-sharing program in which the demand and conflicts in the public right of way may vary in complexity from year-to-year.
- b. Evidence of the ability to address operational issues and experience of the individual firm(s) that constitute the team and their ability to work on car-sharing programs of varying size, scope, and complexity.
- c. Key Personnel – Provide a resume with detailed information on the experience, qualifications, degrees, certifications of each key personnel who is expected to make a significant contribution to the Contract. Each resume should include a minimum of one and a maximum of three relevant programs within the past five years. The programs must show the applicable skills and experience appropriate for the requirements described in the Scope of Services.

One of the key personnel must be a designated Project Manager with experience in managing projects of comparable size, scope and complexity. The work must have been performed by the Project Manager with the offering firm or other firm(s) identified in the Offeror's proposal.

The second key personnel must be a designated Operations Manager with experience managing programs of similar size, scope and complexity. The work must have been performed by the Operations Manager with the offering firm or other firm(s) identified in the Offeror's proposal.

Each relevant program for the Project Manager and the Operations Manager are to be listed separately and include: (1) program name and location; (2) name, address, title, e-mail, and telephone number of the Owner's representative; (3) program description; (4) program cost; and (5) individual roles and responsibilities for the program.

5. PROJECT KNOWLEDGE, UNDERSTANDING, PROJECT MANAGEMENT, APPROACH, QUALITY CONTROL PLAN – 40 Points (7 pages)

Describe your understanding of the Scope of Services and technical requirements to successfully provide a car-sharing program for Arlington County, including your technical methodology and expected level of effort to provide the services.

Submit a Management Plan that includes a Quality Control/Quality Assurance (QA/QC) Plan to ensure the availability of adequate resources to meet the requirements in the Scope of Services.

The Management Plan must include, at a minimum, the following:

- a. Overall management philosophy, including reporting hierarchy of staff and sub-contractors.
- b. Roles of the Project Manager, Operations Manager, and other personnel who will be assigned to the car-sharing program.
- c. How the Project Manager and Operations Manager will interface with the County Project Officer.
- d. Experience in program compliance with federal, state and local regulations, codes, and statutes.
- e. Locations for main, local and branch offices of all firms that are part of the team.
- f. Ability to respond on short notice to conflicts in the public right of way and complaints from the public.
- g. Internal processes and procedures to ensure cost effective quality control.
- h. Approach to identify the intersections for car-sharing parking stations and the number of spaces for efficient service (only applicable for reserved-space car-sharing).
- i. Approach to identify the number of vehicles for efficient service (only applicable for free-floating car-sharing).

6. EQUITY – 10 Points (1 page)

Describe process to develop and implement a plan to ensure that car-sharing services are accessible and affordable to all users, including low-income users, users with disabilities, and users in underserved communities. The plan should outline a potential plan for surveying users to gain a deeper understanding of their car-sharing needs. The plan should also include the following:

- a. Spatial equity considerations to ensure that car-sharing vehicles are located in specific areas within the County, such as Equity Emphasis Areas (see here: https://www.mwcog.org/assets/1/6/EEA_2022_web.pdf) and low-income and minority communities.
- b. Temporal equity considerations to provide a variety of options to make car-sharing available for all users, including low-income and part-time workers, at different times of the day:
 - i. Consider offering discounts or reduced fees for car-sharing during off-peak hours or for specific purposes, such as commuting to work or school.
 - ii. Offering car-sharing vehicles 24/7 to meet the needs of all users.
- c. Economic equity considerations to provide a variety of options to pay for car-sharing services:
 - i. Consider offering discounts or reduced fees or other financial assistance to low-income users.
 - ii. Consider accepting alternative forms of payment in addition to credit cards.
 - iii. Consider partnering with employers and other organizations to offer car-sharing discounts to their members.

- d. Physiological and cultural equity considerations to provide car-sharing vehicles that are accessible to people with disabilities and people with Limited English Proficiency:
 - i. Offering adaptive vehicles and other accommodations for people with disabilities.
 - ii. Providing clear and concise instructions on how to use car-sharing vehicles in multiple languages and formats.
- e. Social equity considerations to promote car-sharing service in underserved communities through outreach and education:
 - i. Consider partnering with community organizations to learn about the specific needs of their communities.
 - ii. Providing vehicles that are operated, maintained, and visually appear in a way that is respectful of all users and communities.

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

8. COST PROPOSAL

Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A to provide pricing proposals and provide a completed Cost Proposal form for either or both reserved-space car-sharing services and/or free-floating car-sharing services. The proposal(s) must provide pricing for the expected five-year duration of the Contract.

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-411

THIS AGREEMENT is made, on the date of execution by the County, 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

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 to provide car-sharing services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on June 1st, 2024 and must be completed no later than May 31, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from June 1, 2025 until May 31, 2029 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

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

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit 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.

6. 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.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. REIMBURSABLE TRAVEL-RELATED EXPENSES

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

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

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

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

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

Ground Transportation

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

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

Air Travel

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

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

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

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)

4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

13. * COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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.

15. * 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.

16. * 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.

17. * 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.

18. * 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. CONFIDENTIAL INFORMATION

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

25. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

26. * COUNTY EMPLOYEES

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

27. FORCE MAJEURE

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

28. * AUTHORITY TO TRANSACT BUSINESS

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

29. * RELATION TO COUNTY

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

30. ANTITRUST

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

31. 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.

32. 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.

33. AMENDMENTS

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

34. * 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.

35. * 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.

36. * 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.

37. ARBITRATION

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

38. 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.

39. 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.

40. 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.

41. * 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.

42. 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.

43. 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.

44. 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.

45. 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

46. 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.

47. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. 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 pay the fees.

49. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County’s presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

50. 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.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk Exposure - Contractor shall maintain Cyber Risk and/or Technology Errors and Omissions Insurance coverage for itself and on behalf of its Personnel as set forth according to the following requirements. Cyber Risk Insurance with a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall cover Arlington County and its Agencies, and subsidiaries, and their respective Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of Contractor's equipment, products, Services, or software under this RFP. In the event such policy is written on a claims-made basis then: (i) Contractor shall maintain such policy in effect for a period of not less than four (4) years after the last date that equipment, products, Services, or software are provided by Contractor under this RFP or the applicable warranty period, whichever is longer; and (ii) such policy shall include a retro-active coverage date preceding the first date that any equipment, products, Services or software are provided under this Agreement. At a minimum, such insurance shall extend the following coverages to the benefit of Arlington County and its Agencies: (a) privacy breaches (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems, and no exclusion/restriction for unencrypted portable devices/media may be on the policy; (f) indirect and consequential damages arising out of a cyber-related event; and (g) the first party losses of Arlington to cover the cost of forensic and/or technical teams hired to investigate any security incident, attorney's fees, the cost of preparing and distributing a notification to affected individuals, the cost of running a centralized call center, the cost of two years of credit monitoring services for impacted individuals, and the cost of preparing and filing all required notices with governmental authorities, agencies, or interested parties globally.

- e. 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.
- f. 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.
- g. 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.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

52. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or

other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

VI. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

REQUEST FOR PROPOSALS NO. 24-DES-RFP-411

PROPOSAL FORM

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 5:00 P.M. ON THE 23RD DAY OF FEBRUARY 2024 AS THE FIRST SUBMISSION DEADLINE. IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL, VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY. NO RESPONSES FOR THAT SUBMISSION DEADLINE WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

SECOND DEADLINE PROPOSAL DUE DATE:	AUGUST 23, 2024, at 5:00 P.M.
THIRD DEADLINE PROPOSAL DUE DATE:	FEBRUARY 21, 2025, at 5:00 P.M.
FOURTH DEADLINE PROPOSAL DUE DATE:	AUGUST 22, 2025, at 5:00 P.M.
FIFTH DEADLINE PROPOSAL DUE DATE:	FEBRUARY 20, 2026, at 5:00 P.M.
SIXTH DEADLINE PROPOSAL DUE DATE:	AUGUST 21, 2026, at 5:00 P.M.
SEVENTH DEADLINE PROPOSAL DUE DATE:	FEBRUARY 19, 2027, at 5:00 P.M.
EIGHTH DEADLINE PROPOSAL DUE DATE:	AUGUST 20, 2027, at 5:00 P.M.

FOR PROVIDING RESERVED-SPACE AND FREE-FLOATING CAR-SHARING SERVICES PER THE SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED

IN:

THIS ENTITY IS A: CORPORATION

LIMITED PARTNERSHIP

(check the applicable option)

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA? YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC: _____

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

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

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, 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.

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-411 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: _____