



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

REQUEST FOR PROPOSALS (RFP) NO. 22-DES-RFP-611

PERFORMANCE PARKING SYSTEM SOLUTION FOR DEPLOYMENT IN COMMERCIAL CORRIDORS

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#) UNTIL 1:00 P.M. ON THE 6TH DAY OF APRIL 2022. IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL, VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

THERE IS A NON-MANDATORY PREPROPOSAL CONFERENCE ON MARCH 9, 2022, AT 3:00 P.M.

Join on your computer or mobile app

[Click here to join the Non-Mandatory Preproposal Conference via Microsoft Teams](#)

Or call in (audio only)

[+1 347-973-6905,,305004120#](#) United States, New York City

Phone Conference ID: 305 004 120#

The Preproposal Conference is to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are encouraged to attend.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO <u>AUTHORITY TO TRANSACT BUSINESS</u> SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).
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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
Tomeka D. Price, VCO, VCA
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I. INTRODUCTION TO EVALUATION PROCESS

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

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

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

MANDATORY REQUIREMENTS

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

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 22-DES-RFP-611 – TENTATIVE SCHEDULE

RFP ISSUANCE	MARCH 2, 2022
PREPROPOSAL CONFERENCE	MARCH 9, 2022, at 3:00 p.m.
QUESTION DEADLINE	MARCH 17, 2022, at 5:00 p.m.
PROPOSALS DUE	APRIL 6, 2022, at 1:00 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 (RFP).

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 **RFP No. 22-DES-RFP-611**. 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 MARCH 17, 2022, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.

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

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

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

6. NOTICE OF DECISION TO AWARD

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

7. TRADE SECRETS OR PROPRIETARY INFORMATION

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

8. FINANCIAL STATEMENT

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

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

9. DEBARMENT STATUS

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

10. CONFLICT OF INTEREST STATEMENT

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

11. 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.

12. AUTHORITY TO TRANACT BUSINESS

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

13. 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. This requirement does not apply to contract provisions concerning liability, to which a successful Offeror may note exception at the beginning of contract negotiations.

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.

14. 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.

15. ARLINGTON COUNTY BUSINESS LICENSES

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

16. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully

vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

18. RIDER CLAUSE

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

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

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

C. Contract Agreement

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

19. ELECTRONIC SIGNATURE

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

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DES-RFP-611

PURPOSE OF SOLICITATION

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to design, install, operate, implement, maintain and repair an Intelligent Technology System for Performance Parking (hereinafter referred to as “ITS”, “System”, or “Solution”). The ITS shall allow for a data-driven, variable-pricing system and a traveler information system for parking on metered blocks in Arlington County’s two Metrorail corridors (Rosslyn-Ballston and Pentagon City/Crystal City) and in up to three County-owned, off-street parking areas within those corridors that are regulated using parking meters.

The County anticipates an initial development period that will include full, live operation of the ITS (including price changes based on demand and the traveler-information system) before transitioning to an operations and maintenance period.

Arlington County is seeking a parking system that uses pricing strategies to achieve certain parking-availability targets, but maximizing parking-meter revenue is not an intended outcome or intended goal of the project. The intended outcomes of this project are:

1. On-street parking is easier to find on block faces with high parking demand than it is today.
2. More people choose to park on block faces where demand is low today.
3. Fewer instances of double parking occur, thus freeing up travel lanes for bicycles and automobiles and reducing the number of conflicts between drivers and other road users.
4. Drivers spend less time looking for on-street parking.
5. Drivers perceive that they spend less time looking for on-street parking.
6. Members of the public perceive that they have better on-street parking information.
7. Vehicle miles travelled resulting from on-street parking search or “cruising” are reduced in the areas with the system.
8. Mobile emissions from vehicles are reduced in the areas with the system as a result of reduced vehicle miles travelled.

Public acceptance and understanding of the ITS will be critically important to a successful development period, and a public-engagement task is included as a required task in this scope of work.

BACKGROUND

This project is critical to Arlington County’s Department of Environmental Services (DES). This project will provide real-world experience that will shape the County’s curb-management strategies and curb-management strategies in localities across the Commonwealth of Virginia. The County expects that the project will build generally on experiences and lessons learned from performance pricing and parking pricing elsewhere in the United States. The County expects that the project will deliver an infrastructure that can be expanded, enhanced, or modified to incorporate management of curb uses other than parking.

Parking

At any given time, the actual number of metered on-street and off-street parking spaces will vary because of temporary and permanent relocations of meters and changes to on-street parking regulations or re-allocations of curb space to uses other than paid parking. The County’s Department of Technology Services (DTS) has produced a data set containing parking-payment transactions from IPS and Flowbird/Cale

meters, as well as the ParkMobile pay-by-cell service, which is updated quarterly and is available to the public at <https://data.arlingtonva.us/dataset/148>.

The County’s authority to charge for parking is governed by Section 14.2, Subdivision D, of the Arlington County Code (<https://countyboard.arlingtonva.us/county-code/>).

The Arlington County Police Department (ACPD) is responsible for enforcing meter regulations. ACPD manages tickets for parking-meter and other violations through the eTIMS®, CitySightEnforcement Manager® and CitySight Enforcement® products provided by Conduent State & Local Solutions, Inc. The County has produced a data set containing traffic summons and parking citations, which is available to the public at <https://data.arlingtonva.us/dataset/145>.

Equity

In September 2019, the Arlington County Board adopted an [Equity Resolution](#) that commits the County to multiple actions designed to foster discussion about disparities in the community, to identify how County policies and programs exacerbate disparities, and to create strategies that resolve disparities. In support of the Equity Resolution, the County has set as a goal that “racial equity is a matter of principle in developing and considering the impact policies, plans, and decisions have on all residents as well as employees” (for more information visit: [Realizing Arlington’s Commitment to Equity – Official Website of Arlington County Virginia Government \(arlingtonva.us\)](#)).

While managing this project, County staff intends to ask five basic questions that are designed to promote equitable decision-making:

1. Who benefits?
2. Who is burdened?
3. Who is missing?
4. How do we know?
5. What do/did we do with this information gathered by asking these questions?

The County intends to separately obtain the services of another contractor (“evaluation contractor”) to carry out an evaluation of the system’s impacts on the public, user satisfaction, and the transportation system in and around the project area. The Contractor selected under this procurement will provide access to the system development process, public engagement results, and data generated by the ITS to the County and evaluation contractor in a mutually agreed-upon manner to facilitate evaluation.

DEFINITIONS

The following definitions apply to this procurement:

1. **“Block”** shall refer to a length of right-of-way including vehicular travel lanes, bicycle lanes, parking lanes, curb, and sidewalk, between two intersecting rights-of-ways, or between an intersecting right-of-way and the end of the right-of-way.
2. **“Block Face”** shall refer to one side of a block.
3. **“Concept of Operations Plan”** shall refer to a user-oriented document that describes characteristics of a to-be-delivered system from the user’s viewpoint. The Concept of Operations is used to identify and communicate overall quantitative and qualitative characteristics of systems to the user, developer, maintainer, and other affected parties. The Concept of Operations Plan is the basis for system requirements and should be developed with stakeholders' input.
4. **“Contractor”** shall refer to the individual or company that has a contract with Arlington County to provide goods and services to Arlington County.
5. **“Diversity”** shall refer to representation: different races, cultures, identities and backgrounds represented.
6. **“Equity”** shall refer to policies, practices and procedures that focus on outcome, based in an approach that considers strategy holistically and the root cause of disparities. The desired outcome is 1) that every individual, as a matter of policy and procedure, can access appropriate levels of programs and services, physical structures, improvements, and resources to meet their particular needs and attain the highest quality of life possible regardless of race, economic or social status, geographic location, or education; 2) no barriers to access; 3) meeting people where they are; 4) an equitable Arlington where all are valued, educated, healthy and safe regardless of race and all populations have access to community conditions and opportunities needed to reach their full potential and to experience optimal well-being; and 5) being a person of color – a woman, poor, an immigrant or a refugee, non-heteronormative, differently abled, or one’s area of residence – should not be predictive of adverse life outcomes.
7. **“Inclusion”** shall refer to participation: different races, cultures, identities and background having voice and being valued and contributing.
8. **“In-vehicle parking regulator”** shall refer to a mechanical or electronic device that is placed or attached inside a vehicle to regulate parking. These devices are also known as “in-vehicle parking meters.”
9. **“Offeror”** shall refer to the individual, company or team that submits an offer/proposal in response to this RFP.
10. **“Parking Occupancy” or “Occupancy”** shall refer to the quotient of the number of observed parked vehicles divided by the number of legal parking spaces.

11. **“Systems Engineering Management Plan”** shall refer to a document that addresses the overall systems engineering management approach and describes the communication between the project management team and the engineering discipline teams.

IV. SCOPE OF SERVICES

As detailed below, the Contractor shall provide all equipment, installation, software, hardware, infrastructure such as network, security, training, shipping, transportation, and services, including but not limited to public engagement about and education on the system. The Contractor will be responsible for reviewing and understanding [IIM-OD-21-02 Systems Engineering and Architecture Compliance Rule 940](#) and ensuring the project satisfies [Federal Highway Administration \(FHWA\) Rule 940 requirements](#), including coordinating and provision of information to VDOT at direction of Arlington County.

The project is intended to be conducted on metered blocks in the County's two Metrorail corridors (Rosslyn-Ballston and Pentagon City/Crystal City; see Exhibit G: Project Area Map), as well as in three County-owned, off-street parking facilities within those corridors that are regulated using parking meters. The County, at its sole discretion, may reduce the geographic scope of the proposed project. Most meters and related spaces in the two Metrorail corridors are in County-owned right-of-way, but in agreement with VDOT, the County owns and maintains parking meters on some segments of VDOT-owned roadway.

The project area contains 611 active, metered block faces with:

1. 4,563 metered parking spaces, including:
 - a. 292 parking spaces served by single-space meters (including 129 ADA-accessible meters), currently provided by IPS Group (<https://www.ipsgroupinc.com/>; models M3 and M5)
 - b. 180 parking spaces served by 90 single-space meters where two meters share one pole, including 19 spaces served by 15 ADA-accessible meters in this configuration, currently provided by IPS Group (models M3 and M5)
 - c. 4,091 parking spaces served by 608 multi-space meters (including 36 tour bus parking spaces served by 10 multi-space meters) currently provided by Flowbird/Cale (<https://www.flowbird.group/smartcity/us/>; models CWT, CWT-S4-Touch Stealth, and MP104). All multi-space meters are currently configured for pay-and-display; spaces are not demarcated or "striped." Space count is calculated using a 20-foot length for each space.
2. 641 pay-by-phone zones serve these 4,563 spaces. Pay-by-phone service is currently provided by ParkMobile (<https://parkmobile.io/>). The number of pay-by-phone zones does not match the number of block faces because some zones extend beyond one physical block face while some blocks contain multiple zones to serve separately spaces reserved for drivers holding disabled license plates and placards.

The project area contains three off-street, paid-parking facilities regulated by parking meters at the following locations:

1. 177 spaces, including 8 ADA-accessible spaces, at the County-owned Courthouse Plaza surface parking lot (located at the Corner of N Courthouse Road and 15th Street N).
2. 180 spaces, including 8 ADA-accessible spaces, at the County-owned Long Bridge Park parking lot (located at Long Bridge Drive northeast of 6th St S).
3. 38 spaces, including 1 ADA-accessible space, at the County-owned Virginia Highlands Park (located at S Hayes St between 18th St S and 15th St S).

Within the project area, most meters are currently enforced between the hours of 8 AM and 8 PM, Monday through Saturday, except [County holidays](#). All metered spaces currently have time limits during the hours of restriction, which vary between 30 minutes, 1 hour, 2 hours, 3 hours, 4 hours, and 12 hours.

All meters in the project area are currently set to \$1.50 per hour or \$1.75 per hour. Current rates may not exceed \$1.75 per hour at meters with time limits of 4 hours or less, and they may not exceed \$1.50 at meters with 12-hour time limits.

Holders of Department of Motor Vehicles (DMV)-issued disabled placards and license plates may park for twice the length of the posted time limit at standard meters, though holders of these placards and license plates still must pay the posted parking rate.

The hourly rate for tour bus spaces is currently \$3 per hour, and payment at tour bus spaces is required 24 hours per day, 7 days per week. Time limits for tour-bus meters vary; some allow for short-term parking up to 2 or 3 hours during daytime hours with no overnight time limit; others allow for 2-hour parking 24 hours per day, 7 days per week; and others have no time limit.

The Contractor will be responsible for:

1. Project Management, Communication, and Coordination

The Contractor should:

- a. designate a Project Manager who will be the Contractor's primary contact for the County. This individual will be responsible for ensuring that the Contractor responds to County and evaluation contractor questions and requests in a timely manner.
- b. participate in a project kick-off meeting, propose to the County an appropriate schedule of recurring routine project update meetings, and attend quarterly interdepartmental meetings, as well as other meetings that the County or Contractor deems necessary in order to complete the work.
- c. create and maintain a detailed plan for the project over the project term that includes management of scope, cost, quality, resources, communications, and risk. The detailed plan should describe:
 - the tasks and sub-tasks to be completed,
 - the entity responsible for each sub-task,
 - the time period over which each sub-task is to be completed,
 - the budget allocated to each sub-task, and
 - any other elements that the County or Contractor believes are necessary to describe how, when, and by whom the work and project will be completed.
- d. prepare project plans that outline the key milestones and deliverables to design, provide, install, and operate the hardware and software systems and sub-systems. These plans shall include both initial installation, programming, and testing and operations over the project period.
- e. use a County-hosted Microsoft SharePoint site or successor as the method for transmitting digital deliverables, the main repository for project documents, and the place for other file transfers with the County. The Contractor will obtain the accounts or login credentials necessary for all project staff to be able to access this site. The

Contractor will produce and share digital files in formats mutually agreed to by the County and the Contractor.

The Contractor's project management, reporting, and invoicing procedures shall meet the requirements of the [Virginia Department of Transportation Locally Administered Projects](#) program, both current and as amended.

Project Management, Communication, and Coordination Deliverables

- A project management plan frequently updated to reflect any changes to the project.
- Timely communication with the County and evaluation contractor.
- Notes taken from all project meetings, including issues or items discussed and decisions made, or guidance given, by the County.
- Monthly Progress Reports that accompany each monthly invoice, which should describe the progress made, note any project issues and provide status of project schedule.
- Timely communication with the evaluation contractor.

2. Public Engagement

The Contractor should:

- a. use its experience and innovation to create, in collaboration with the County, a plan for engaging the public throughout the project. This engagement plan must follow the guidance set out in the County's [Six-Step Public Engagement Guide for Capital Projects](#) and any public engagement documents or policies developed before work begins.

The engagement plan should meet the following goals:

- Engagement practices are equitable and inclusive.
- Equity and inclusion lenses are used in the analysis of and report on public feedback.
- System planning incorporates public input as appropriate.
- Members of the public understand why the County is implementing the ITS and the system's intended benefits and burdens, as well as who is impacted by the system.
- Members of the public have a basic understanding of the hardware and software that make up the ITS, as well as a basic understanding of how parking rates are set.
- Members of the public see the rate-setting process as fair and transparent.
- Parkers understand how to access information from the traveler-information system.
- Parkers understand where and when variable pricing will begin and when the traveler-information system will be available.
- Parkers understand how to pay for parking in a zone with performance parking.
- The County understands how the public perceives performance parking, as well as the public's satisfaction with performance parking as implemented in Arlington over time.

- Developers of third-party trip-planning/traveler-information software are aware of the ITS's traveler-information system and input from such developers is integrated in the system planning as appropriate.
- b. In creating the engagement plan, refer to the timeline(s) developed in the System Planning and Design task so that engagement is timed with design, hardware and software installation, testing, and deployment in such a way that the public is properly informed of project progress and public understanding of the project is maximized.

The County anticipates the public engagement plan will need to segment stakeholders into the following, broad groups:

- Parkers, or those who park at paid, on-street spaces in the project area.
 - Owners, employees, and managers of businesses or organizations that operate along block faces where the ITS is to be installed, including, but not limited to, freight, delivery, and ride-hailing companies.
 - Residents of the County who do not utilize paid parking in the project area, but who are interested in County transportation policy and projects or who may benefit indirectly from the project.
 - Developers of trip-planning/traveler-information applications and software.
- c. use its experience and innovation to identify other stakeholder groups and/or further segment the groups identified above, as necessary.

The engagement plan should describe:

- the drafting, revision, and overall role of written materials, visual materials or graphics, and sound recordings or video recordings throughout the duration of the project and in languages that the County and Contractor deem appropriate for the intended audiences, including—at a minimum—English and Spanish.
 - the need for and provision of any goods, equipment, software, and services not otherwise readily available to the County for the purpose of supporting events (in-person or virtual) or other elements of the engagement plan.
- d. provide knowledgeable staff to present technical information to and answer questions from the County Board and County Advisory Commissions, to augment County staff hosting events (in-person or virtual) and to support various elements of the engagement plan as needed.

An acceptable solution should offer simultaneous or consecutive interpretation services in the languages that the County and the Contractor deem appropriate at any events (in-person or virtual) hosted as part of the engagement plan and translation into English of any written and transcribed oral comments or questions received from the public in other languages.

Public Engagement Deliverables

- A written public engagement plan that describes the strategies that the County and the Contractor will employ to meet the public-engagement goals listed above. The plan should include:
 - Schedules for deploying the public-engagement strategies with reference to schedules for other tasks.
 - Descriptions of how the plan’s strategies will maximize engagement with traditionally hard-to-reach groups, including, but not limited to, those with low incomes, those with limited English proficiency, and those who identify as belonging to ethnic and racial minorities.
 - Descriptions of which party (the County or the Contractor) will be responsible for carrying out each element of the engagement plan.
- All text, video, photos, sound recordings, illustrations, and other materials to support the project including in presentations to Advisory Commissions, the County Board, and other members of the public, at the time of creation. The Contractor will provide this content in a mutually agreed upon, digital format so that the County may edit and re-use this content.
- All notes and summaries of events held as part of the engagement plan, including, but not limited to, comments and questions received from the public.

3. System Planning and Design

The system design shall meet or exceed the minimum system requirements described in the Attachment A - Table of Conformance.

The Contractor should:

- a. identify and understand all existing systems, sub-systems, and data sets provided by the County and other County vendors with which the ITS will interface. The Contractor will be responsible for validating existing data sets. If the Contractor finds any existing systems, sub-systems, and data sets are not suitable for integration with the ITS in their current form, the Contractor will identify or develop solutions for making these systems, sub-systems, and data sets suitable for integration or propose alternative systems, sub-systems, and data sets.

The system design should include any sub-systems or steps taken to secure and protect the ITS and any County data generated by the ITS.

- b. prepare high-level and detailed system designs for County acceptance and approval, to include, but not be limited to, such elements as business rules, system architecture, software modules, user interfaces, system interfaces, and data inputs.

The system design shall include the pricing structure, pricing rules or logic, and method or programming for calculating parking rates based on the parking-occupancy/vacancy data set.

- c. consult with the County stakeholders throughout system planning and design to ensure that the Contractor’s plans and designs meet the needs of these stakeholders while also achieving the overall project goals and staying within the overall project budget. The Contractor should conduct any interviews, focus groups, workshops, or other forms of communication necessary to understand County Government stakeholders’ needs and requirements by phone, online, or in person at County facilities, as appropriate.

- d. consult with the County stakeholders and the evaluation contractor during this task to ensure that the Contractor's plans and designs will result in a system that generates the data necessary to evaluate the program's outcomes using the metrics determined by the County and the evaluation contractor with input from the Contractor. The Contractor should ensure that the plans and designs will result in a system that generates these data in a format and level of detail, granularity, or disaggregation necessary for the evaluation contractor and the County to perform and report on the evaluation.

The traveler-information-system design will incorporate input from third-party trip-planning/traveler-information software developers as the County and Contractor decide is appropriate.

The system design should incorporate public input as the County and Contractor decide is appropriate.

- e. collaborate with the County to develop a set of performance metrics that the system will meet or exceed. These performance metrics are for the ITS itself and should not be confused with the metrics used to measure the program's outcomes as discussed above. These performance metrics will include, but will not be limited to:
 - 1. Uptime for each of the hardware and software elements of the ITS
 - 2. Accuracy of the real-time feed of parking-occupancy/vacancy data as validated by other data-collection methods included in the system design process, County, staff input, or other validation method specified by the County
 - 3. Latency/timeliness of data in the occupancy/vacancy data feed
 - 4. The volume of transactions and requests that the ITS can process at one time
- f. assess the benefits and burdens of the proposed system on the community and how those benefits and burdens might vary between racial and income groups. Wherever possible, the Contractor will include strategies designed to eliminate, reduce, and prevent disparities, as well as concrete, specific mitigation actions for situations where disparities cannot be eliminated, prevented, or reduced. The Contractor will also recommend mitigation actions outside of the scope of the ITS for the County to consider separately.

The Contractor will work with the County to understand the County's current authority to charge for parking as governed by Section 14.2, Subdivision D, of the Arlington County Code. The Contractor will assist the County in identifying any revisions to the County Code necessary to implement the proposed ITS. If the County finds that these revisions are not possible under the authority granted to the County by the Commonwealth of Virginia or if the County Board does not approve the County Code changes necessary to implement the proposed ITS, then the Contractor will revise the design in such a way that the County Code changes necessary to implement the revised design are possible under the authority granted to the County by the Commonwealth or Virginia and such that the County Board will approve these changes.

System Planning and Design Deliverables

- The Contractor shall provide written descriptions of the project plans and detailed system design for County and VDOT review, revision, and acceptance before the Contractor begins provision, delivery, installation, operation, and maintenance of the ITS.
 - The Contractor shall document system features considered but not incorporated into the final system plans or design due to cost and schedule constraints or limits in currently available technology so that the County may consider incorporating these features into the system at a future date. Options for documenting project plans include, but are not limited to:
 - Concept of operations plan
 - Business rules document
 - High-level design document
 - System validation plan, to include performance metrics, validation frequency, roles and responsibilities, and consequences if performance metrics are not met
 - One or more system requirements documents, including, but not limited to, a requirements traceability matrix or matrices
 - System acceptance plan
 - Detailed design document
 - Software/hardware development plans
 - Supporting documentation, such as training manuals, user manuals, maintenance manuals, etc.
 - A combination of these types of documents, technical memoranda, or similar, if they meet the goals of this task
- The Contractor will prepare these descriptions using language that both stakeholders with general knowledge of curb management and technical stakeholders—such as sub-contractors—can understand.
- The Contractor will prepare these written descriptions in such a way that the reader can understand how detailed technical requirements and specifications follow from overall project goals and intended outcomes, stakeholder requirements, and public input.
- The Contractor will include in these written descriptions, as appropriate for each document type, detailed timelines for the plans’ tasks and sub-tasks.
- The Contractor will be responsible for updating these plans as changes require so that the plans remain accurate in describing what is to be installed and operated and how the work will be undertaken.
- The Contractor will prepare a stand-alone document that describes how the system will generate the data required for the evaluation contractor and County to measure program outcomes.
- The Contractor will prepare a stand-alone Equity document that:
 - describes how the system eliminates, reduces, and prevents disparities between racial and income groups.
 - describes specific measures incorporated into the ITS that will mitigate disparities.
 - recommends policies, procedures, and/or programs that the County could implement—outside of the scope of this project and the ITS—to mitigate disparities that cannot be eliminated, prevented, or reduced through the project.

4. Provide, Install, and Maintain ITS Hardware

The Contractor shall:

- a. provide, install and test all equipment that is part of the ITS. The Contractor will be responsible for the hardware installation, coordination with other vendors, and other activities as necessary to integrate the County's parking-payment and enforcement systems.
- b. be responsible for (re-)installing any signs, decals, stickers, markers, and/or pavement markings necessary to communicate to parkers meter rates, hours of enforcement, time limits, and any other aspects of the ITS necessary to understand how to use the ITS and the location of individual parking spaces should the ITS rely on demarcated or delineated parking spaces.
- c. be responsible, during the project period, for all emergency and regular maintenance, replacement, and repair to equipment installed as part of the ITS. The Contractor will coordinate this work with designated County personnel to ensure optimal working order of the ITS.
- d. coordinate with the relevant County teams and departments, as well as other County vendors, on all installation and maintenance work, especially work that requires touching, altering or accessing County assets and systems.
- e. be responsible for obtaining and paying for any and all permits or inspections necessary for installing any hardware required by the County-approved system plan.
- f. prepare any maintenance of traffic plans required to conduct installation work and provide the goods, services, and personnel necessary to implement those maintenance of traffic plans.
- g. coordinate with the County and the County's parking-enforcement, as well as parking-payment and other hardware vendors, to retrofit, replace, and/or reprogram enforcement, payment, and other hardware, as necessary, so that any activities relying on those systems may continue without interruption as a result of ITS hardware installation and maintenance.
- h. coordinate with the County to ensure that all equipment installation, removal, and modification is entered or catalogued in the County's [Cartegraph](#) or successor asset-management system during the development period so that the County may keep an accurate, up-to-date inventory of the system's assets. The County may provide access to the asset-management system and require the Contractor to enter or catalogue equipment installation, removal, and modification.
- i. be responsible for updating security patching associated with all hardware within one day of release for critical patches (Common Vulnerabilities and Exposures (CVE) scores higher than 8.0), within three days for patches of high level (CVE score in the 6-8 range), within one month for medium and low level (CVE score of 4-6 and 4-1, respectively), or not

required if, upon approval of written justification for why patching is not being resolved, for low levels. Information on CVE is referenced at <https://nvd.nist.gov>.

- j. be responsible for (re-)moving or re-installing equipment if the County decides to re-allocate curb space to a use other than paid parking on a block face that is part of the project.
- k. be responsible for coordinating with the County in order to minimize damage to ITS equipment as a result of paving, pavement-marking, and other activities. The Contractor will be responsible for repairing or replacing ITS equipment damaged or destroyed by paving, pavement-marking, and other activities.
- l. not be responsible for meter coin collection; rather the Contractor will work with the County's Parking Meter team to ensure that the Contractor's work does not violate County policies and procedures for collecting and securing coins.

Upon installation, all hardware, equipment, decals, signs, markers, pavement markings, or other physical assets placed as part of the project will become the property of the County. The Contractor's obligations for installing, (re-)moving, repairing, or otherwise altering the physical assets placed as part of the project will not limit the County's ability to install, move, repair, or otherwise alter the physical assets placed as part of the project nor limit the County's ability to install, move, repair, or otherwise alter other physical assets in the project area.

Provide, Install, and Maintain ITS Hardware Deliverables

- Installation of all equipment described in the system plans and designs necessary to support the ITS.
- A regularly updated and maintained register of all hardware, its purpose, detailed versioning, installation date, and expected lifespan, and other attributes required to maintain optimal working order of the ITS in the County's Cartegraph or successor asset-management system.
- Tracking sheet of any repair, replacement, or alteration to the hardware necessary to meet a set of performance metrics determined during System Planning and Design.
- Decals, stickers, markers, or signage used to communicate the meter rates, hours of enforcement, time limits, and any other aspects of the ITS that are necessary for the public to understand how to use the ITS.

5. Develop, Install and Maintain ITS Software

The Contractor shall:

- a. be responsible for deploying any software required by the County-approved system plan during the initial development period.
- b. provide, develop, program, patch, test, deploy, and maintain all software that is part of the ITS.
- c. modify or re-program the ITS software, as necessary, to improve the software's ability to meet the project's goals based on experience gained in field testing, deployment, changes observed in the parking occupancy/vacancy data set following rate changes, and in order to fulfill requests from the County.

- d. in the event of any local server installation, have the local server installation approved by the County's Department of Technology Services (DTS) and have it subject to a security review.
- e. coordinate with the County and the County's parking-enforcement, parking-payment, and other software vendors to retrofit, replace, and/or reprogram enforcement, payment, and other software, as necessary, so that payment, enforcement, and other activities that rely on those software systems may continue without interruption throughout ITS software installation, programming, updating, patching, and other maintenance.
- f. troubleshoot, re-program, update, and patch software and coordinate with the County and all other County vendors to ensure that the ITS software is able to transmit and receive data from relevant systems and sub-systems owned and maintained by the County and other County vendors.

Administration of patching and updates of servers must include, but will not be limited to:

- 1. active research and monitoring of patches impacting all servers and software relied upon by the System
 - 2. testing before deployment of any patches or update installations
 - 3. debugging and troubleshooting any issues related to patching and updates of servers.
- g. install a County-approved anti-virus software.

Develop, Install, and Maintain ITS Software Deliverables

- All computer code, interfaces, hosting, and other services necessary to provide a County-approved ITS that meets the minimum system requirements described above as well as any further requirements identified as part of the System Planning and Design task.
- Tracking sheet of any repair, reprogramming, patching, or updating to the computer code necessary for proper functioning, as defined by a set of performance metrics determined during System Planning and Design; for improving the software's ability to meet the project's goals based on experience gained in field testing, deployment, changes observed in the parking occupancy/vacancy data set following rate changes; and for fulfilling requests from the County.
- Recommendation on parking-meter rates for individual block faces and different times of day based on the parking-occupancy/vacancy data set at a frequency determined with the County, either as defined during the System Planning and Design task or updated as necessary.
- Transmission of any parking-meter-rate changes to the relevant payment and enforcement equipment and software systems.

6. Develop Public-Facing Parking Guidance Application

The County may, at its option, engage the Contractor to expand Tasks 3. System Planning and Design and 5. Develop, Install, and Maintain ITS Software to include the development, operation, and maintenance of a public- or consumer-facing software application or mobile-friendly web site that conveys information from the traveler information system in a way that helps parkers understand their options for parking on the street in the project area.

The County may require that the Contractor work with Arlington County DTS to incorporate this functionality into an Arlington County application, such as My Arlington, or the County may require that the Contractor develop this functionality as a stand-alone application. The County may elect to host the application on its own systems or require that the Contractor host the application over the duration of the project.

As part of Task 3, the Contractor shall work with the County to identify the factors that will inform the County's decision whether to engage the Contractor on this task. The Contractor will work with the County to identify the point(s) in the project schedule at which the County must decide whether to engage the Contractor on this task to prevent delays to the overall project schedule.

Develop Public-Facing Parking Guidance Application Deliverables

All computer codes, interfaces, and services necessary to provide a functional customer-facing software application or functionality in a County-developed software application that accurately describes parking-meter rates as well as real-time or near-real-time parking occupancy/vacancy by block face.

7. Transition Planning

The Contractor will provide a written description of the recommended transition plan using innovation and its expertise to determine the best way to document this plan. The plan would include, but is not limited to a:

- a. budget spreadsheet in Excel format that will allow the County to re-estimate annual operating and maintenance capital budgets using different cost assumptions.
- b. estimation of annual operating and maintenance budgets for the ITS deployed as part of the project. If the Contractor offers multiple scenarios for who carries out different tasks and subtasks, then the Contractor will provide annual operating and maintenance capital budget estimates for each scenario.
- c. updated version of the document generated during System Planning and Design that describes system features considered but not incorporated into the final system plans or design.
- d. documentation of the tasks and sub-tasks needed to operate and maintain the system as implemented, including recommendations as to which parties should be responsible for each task and sub-task. The plan will identify specific County departments or bureaus suitable to carry out tasks and sub-tasks as well as contractors suitable to carry out tasks and sub-tasks should the County decide not to carry them out. The plan should not identify specific firms or organizations to carry out tasks and sub-tasks but should instead identify types of firms or organizations.
- e. description of the tasks and sub-tasks required to expand the system to new service areas and to incorporate different kinds of curb uses.
- f. standard-operating-procedure documents and business rules.

- g. installation diagram templates and standard design details for use by the County.

Transition Planning Deliverables

The Contractor will develop and provide data models, software documentation, standard operating procedures, user manuals, any other documents, and training necessary to allow County staff and others to operate and maintain the ITS, including:

- API documentation
 - Purpose/overview of functionality
 - URL parameters (e.g., URL file format, query method, request and response parameter field names, type, length, description)
 - Request parameter code
 - Response parameter code
 - Error codes
- Data Models
 - Data sources
 - Relationship between data sources
 - Data tables and content
 - Relationship between data tables
- User Manuals and Standard Operating Procedures
 - Stakeholder differentiated
 - Overview of system functions and features
 - How to guide (explain how user navigates, operates, manipulates, monitors, and/or maintains systems/devices)
- Training
 - Stakeholder differentiated
 - Approach/Type (on-site/in-field, in-person/remote; small group/individual)
 - Duration/Schedules
 - Materials (e.g., descriptions, screenshots, summarized information, videos, tips and recommended usage guideline)
 - Test Plan (completion check, practice sessions)

Tasks 1 through 7 (above) are to be completed as part of the initial development period; Task 8 would be completed at the County's option as part of the operations and maintenance period.

8. On-Going Maintenance and Operation of the ITS Hardware and Software

The Contractor will:

- a. be responsible for maintenance and operational aspects and related deliverables outlined in Tasks 4, 5 and 6 of this scope.
- b. modify, replace, re-program, test, update, enhance, and expand the ITS hardware and software, as necessary, to:
 - 1. improve the hardware's and software's ability to meet the project's goals based on experience gained in field testing, deployment, changes observed in the parking occupancy/vacancy data set after rate changes.
 - 2. expand and enhance the ITS to include additional functions and features, including, but not limited to:

- i) Performance-based or dynamic management of other curb uses, such as loading/unloading zones, passenger pick-up/drop-off zones, taxi stands, parking areas or “corrals” for shared-mobility devices.
 - ii) Incorporating parking occupancy data from off-street parking facilities operated by the County and others.
 - iii) Integrating with dynamic messaging signs.
- c. If an equipment or software manufacturer or vendor (including the Contractor itself) discontinues producing, selling, or supporting equipment or software that is part of the ITS, the Contractor shall recommend replacement equipment or software for County approval. Upon County approval, the Contractor shall remove or uninstall the equipment or software that is no longer available or supported and then provide, install, and integrate the replacement equipment or software.

The County will separately scope and negotiate price for items b and c above as necessary. The County may elect to engage the Contractor on some or all the sub-tasks described in this task.

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 uploaded/submitted to Arlington County by an Offeror 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. 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
<p data-bbox="272 373 1183 405">Implementation Approach, Proposed Solution and Understanding of Scope</p> <p data-bbox="285 411 1170 443"><<Page Limit: 15, not including supporting documents, samples of work >></p> <p data-bbox="203 483 1253 835">Demonstrate that the Offeror fully understands the Scope of Work by providing a narrative of approach/methodology describing how the Offeror intends to accomplish the tasks requested in this RFP. The narrative may include diagrams or visuals that the Offeror believes will improve the County’s understanding of the proposed approach. Overall, the narrative should convey how the Offeror intends to deliver the required services, including proposed means, methods, reasoning, and technical expertise, tools, and techniques. The narrative should also describe how the Offeror would approach additional tasks or requirements not reflected in the Scope of Work that the Offeror deems essential for the successful completion of the project. As a guide, this narrative should attempt to provide the following kinds of information:</p> <ol data-bbox="224 842 1253 1898" style="list-style-type: none"> 1. A high-level plan for engaging the public, with such things as: <ol style="list-style-type: none"> a. Types of activities proposed b. How input received from the public will influence the design, installation, testing, and operations project tasks c. Timing of activities relative to the design, installation, testing, and operations project tasks d. Methods and tools used to carry out the engagement plan 2. A high-level concept design for the system, describing such things as: <ol style="list-style-type: none"> a. Proposed hardware and software b. Offeror's long-term vision to support the hardware and software products proposed once in place c. Compatibility and interface with the County’s existing parking-payment hardware and software systems d. The model for delivering the software and its sub-systems (e.g., County-hosted solution v Software as a Service (SaaS), etc.) e. Delineation of parking spaces and accommodation of ongoing paving and marking f. System expansion to areas outside the initial project area g. Potential for traveler information system to show occupancy data from off-street parking locations, should the County want to add this function later h. Potential for occupancy data collection and pricing engine to expand to other kinds of curb uses, should the County want to add this function later i. Security of the system and system data from damage, unauthorized access, unauthorized data sharing, or other threats 3. A high-level plan for engaging third-party software developers who may consume data from the traveler information system 4. The Offeror’s ability to communicate, coordinate, and manage tasks within the prime firm, with the County, and between any other team members to successfully complete the Scope of Work within a negotiated budget and the timeline described in this proposal, to include: 	<p data-bbox="1338 373 1372 405">40</p>

<ul style="list-style-type: none"> a. The management and project governance structure for this Project, including methods to ensure quality assurance and oversight for the project. b. A proposed implementation schedule with milestones and start and end dates of all major tasks. Any dependencies, such as tasks requiring County effort, should be identified. c. Significant known risks to the project’s success, including risks to functionality, performance, schedule and cost, and proposed approaches to mitigate those risks. d. The Offeror’s standard Software License Agreement. Indicate if the Offeror requires that this Agreement be signed in addition to the Arlington County agreement. <p>5. Any innovations or novel approaches that the Offeror envisions using for the Project.</p>	
<p style="text-align: center;">Experience, Qualifications and Efforts to Promote Diversity, Equity and Inclusion of Firm or Firms</p> <p style="text-align: center;"><<Page Limit: 11 not including resumes >></p> <p>The Offeror shall demonstrate that it has the experience, resources, and capacity to provide the services. At a minimum, include the following information:</p> <ul style="list-style-type: none"> 1. Executive Summary: Summarize why your firm is the most qualified for this Scope of Work, to include, but not be limited to: <ul style="list-style-type: none"> a. Number and location of offices b. Total number of personnel c. General areas of expertise and applicable past work d. Number of years firm has performed the services stated in this Scope of Work e. Relevant credentials, certifications, or licenses f. The general management philosophy on equity and diversity g. Strategies in place within the firm to foster, on a day-to-day-basis, an equitable and diverse work environment. <p>If the Offeror is a team of more than one firm, the Offeror shall identify the prime firm and provide the information listed in the executive summary for each firm as well as:</p> <ul style="list-style-type: none"> h. The role that each firm will play in completing the work i. The number of projects on which the prime firm has worked with the other firms that are part of the proposed team 2. List and describe three (3) relevant projects for which your firm completed a similar Scope of Work and comparable volume within the past seven (7) years with the tasks described in this RFP. Please only provide examples from among the following types of projects: <ul style="list-style-type: none"> • On-street, dynamic performance-parking pricing • (De-)congestion pricing 	25

- Dynamic parking guidance systems
- Priced, managed roadways or highways

The Offeror may demonstrate experience with executing similar tasks across multiple projects if the Offeror cannot demonstrate successful experience executing all similar tasks on the same project. A minimum of two (2) of the foregoing projects must have completed installation and begun operations within the past seven (7) years. A minimum of two (2) of the foregoing projects must be either an on-street, dynamic performance-parking pricing project; (de-)congestion pricing project; dynamic parking guidance systems project; or priced, managed roadways or highways project.

For each relevant project, the Offeror shall describe, at a minimum:

- a. Project name and location
- b. Name of the project owner’s representative with title, address, e-mail, telephone number, and personal knowledge of the key personnel’s roles (if one project contact can speak to more than one key personnel, this information may be consolidated)
- c. The land-use and transportation-system context in which the project took place (sentence or two)
- d. The Offeror’s role on the project; if the Offeror is a team of more than one firm, the firms that worked on the project and their respective roles on the project
- e. Project details, including:
 - Geographic extent of the project expressed in blocks, parking spaces, and/or miles of roadway (for (de-)congestion, or priced, managed roadways or highways projects) as appropriate
 - Total length of contract, including:
 - i. Date the project started
 - ii. “Construction” duration
 - iii. Date of deployment
 - iv. Planned project completion date at the time of award
 - v. Actual project completion date
 - Whether the project was funded with public dollars and the source of those dollars (local, state, state with federal requirements, and/or direct federal)
 - Project budget for design and deployment at the time of award and the final design and deployment cost, with an explanation of the variance between the two
 - Project budget for annual operating cost at the time of award and the final annual operating cost, with an explanation of the variance between the two
 - How and to what extent the project owner’s existing equipment, infrastructure, laws, policies, and/or maintenance and operations changed in order to deliver the project
- f. As applicable to each project, the Offeror’s experience:

<ul style="list-style-type: none"> a. Installing, troubleshooting or piloting, and programming equipment, as well as dealing with issues in the field, such as overcoming environmental interference b. Integrating new equipment and software with incumbent equipment and software; include the names manufacturer(s) of the incumbent equipment and software c. Engaging the public, including descriptions of media used (in person, print, online, TV, radio, social media, etc.), frequency of outreach, audience segmentation, equity strategies, and examples of messaging or materials used, and any controversies among members of the public and how the Offeror supported efforts to address them d. Methods and outcomes for engaging third-party software developers to integrate data generated by the system created as part of the project e. The Offeror’s experience overcoming unexpected failures or challenges with the project f. The Offeror’s experience with ongoing operations of systems beyond initial deployment <p>3. Describe experience working with:</p> <ul style="list-style-type: none"> a. State Department of Transportation-funded projects b. Virginia Department of Transportation (VDOT) and the Local Administered Project (LAP) program. c. Projects in Northern Virginia and/or the portions of Maryland, Virginia, and the District of Columbia that make up the Washington, DC region 	
<p style="text-align: center;">Capability and Experience of Project/Key Personnel <<Page Limit: 5, not including resumes >></p> <p>Provide the following information, at minimum, regarding the proposed project team to be used for this project:</p> <ul style="list-style-type: none"> 1. Key personnel employed by the Offeror and who are proposed to be assigned to this Contract for the Contract term. Continuity of key personnel is an important issue. Key personnel shall include but will not be limited to the following roles for this project: <ul style="list-style-type: none"> a. Project Manager b. Public Engagement Manager or Lead c. System Design and Engineering Manager or Lead d. System Installation Manager or Lead e. System Operations Manager or Lead 2. For <u>each</u> key personnel: <ul style="list-style-type: none"> a. Name, education (degrees), training, professional licenses, certifications, and high-level description of pertinent experience and skills b. Proposed percentage of his/her time that will be dedicated to this project c. The location where the individual works for the majority of his/her time d. If the Offeror is a team of firms, the firm that employs this person e. The length of time employed by your firm or team member f. The length of time providing similar services as described in the RFP 	20

<ul style="list-style-type: none"> g. A description of the individual’s role in three (3) relevant projects completed within the past seven (7) years, including: <ul style="list-style-type: none"> i. The project name, location, brief description, year design started and completed, and year construction completed for each project (this may be cross-referenced if the projects are the same as those provided for the firm experience section) ii. Name of the project owner’s representative with title, address, e-mail, telephone number, and personal knowledge of the key personnel’s roles (if one project contact can speak to more than one key personnel, this information may be consolidated) iii. Role on project iv. How the key personnel approached the equity aspects of the project h. Copies of licenses, credentials, and certifications of each key personnel (these do not count against the page limit for this section) <ul style="list-style-type: none"> i. Résumé limited to two (2) pages that do not count against the page limit for this section. Include as applicable any involvement in the organization’s diversity, equity, and inclusion strategies, such as service on internal working groups, assistance with designing and implementing staff training plans, etc. <p>3. The Offeror shall describe experience, qualifications, and knowledge of additional personnel, sub-contractors, administrative support and other resources the Offeror anticipates might be engaged to perform the work as set forth in the Scope of Services</p>	
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<p style="text-align: center;">Software Functionality and Capabilities</p> <p>The Offeror must complete Attachment B: Table of Conformance included in this solicitation.</p> <p>In Attachment B, the Offeror shall place an "X" within the appropriate response column (i.e., under column C, N, A or T, as defined below) next to each requirement. Where applicable and where requested, the Offeror shall provide additional information that describes the way in which the proposed system fulfills the given requirement or how an alternative to the requirement will meet the County's needs. Short responses may be provided in the "Comments" column, while longer answers may be provided on a separate page. The Offeror must not insert rows into any portion of the attachment or mark greyed out boxes.</p> <p>A response is needed for each requirement. Omitted responses will be evaluated as the “N” response code (i.e., proposed system does not comply with requirement). If proof is requested in Attachment B, the Offeror must provide proof of meeting that requirement.</p> <p>The Offeror shall use the following codes to indicate the ability of its proposed system to meet the SOW requirements:</p> <table border="1" data-bbox="224 1726 1166 1885"> <thead> <tr> <th>Response</th> <th>Code</th> </tr> </thead> <tbody> <tr> <td>Proposed system complies with requirement.</td> <td>C</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Proposed system does not comply with requirement.</td> <td>N</td> </tr> </tbody> </table>	Response	Code	Proposed system complies with requirement.	C			Proposed system does not comply with requirement.	N	10
Response	Code								
Proposed system complies with requirement.	C								
Proposed system does not comply with requirement.	N								

The Offeror recommends an alternative no-cost way to meet requirement. The Offeror must provide explanation in the Comments column in the attachment.	A		
Proposed system requires third-party software or hardware to comply with requirement. The Offeror must provide an explanation in the Comments column in the attachment. The Offeror must list any additional costs and cross-reference the requirement in Attachment A: Cost Proposal.	T		
Cost Proposal			5
The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A to provide pricing proposals.			
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.

A. EXECUTED FORMS

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

B. MANDATORY REQUIREMENTS

The following 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. This requirement does not apply to contract provisions concerning liability, to which a successful Offeror may note exception at the beginning of contract negotiations.

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

C. IMPLEMENTATION APPROACH, PROPOSED SOLUTION AND UNDERSTANDING OF SCOPE

- D. EXPERIENCE, QUALIFICATIONS, AND EFFORTS TO PROMOTE DIVERSITY, EQUITY AND INCLUSION OF FIRM OR FIRMS**
- E. CAPABILITY AND EXPERIENCE OF PROJECT/KEY PERSONNEL**
- F. SOFTWARE FUNCTIONALITY AND CAPABILITIES**
- G. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**
- H. COST PROPOSAL**

VI. CONTRACT TERMS AND CONDITIONS

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



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

AGREEMENT NO. 22-DES-RFP-611

THIS AGREEMENT is made, on _____, between _____ *Contractor's name, Contractor's address* _____ ("Contractor") a _____ *name of state* _____ *type of entity* _____ authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor and Individual)
- Exhibit D – Contractor COVID-19 Vaccination Certification
- Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification
- Exhibit F – Project Area Map

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 a performance parking system solution for deployment in commercial corridors. 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 _____ and must be completed no later than _____ 20 ____ ("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 _____, 20____ to _____, 20____ (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. CONTRACT PRICE ADJUSTMENTS (NOT APPLICABLE)

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer through the County's eBuilder software system, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

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.

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. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

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

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

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

21. TERMINATION

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

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

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

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

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

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

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the

termination date, and the County must continue to pay all fees and charges incurred through the termination date.

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

24. 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.

25. 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.

26. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide

annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

27. * 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.

28. * 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.

29. 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.

30. * 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.

31. * 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.

32. 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.

33. REPORT STANDARDS

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

34. 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.

35. 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.

36. AMENDMENTS

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

37. * 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.

38. * 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.

39. * 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.

40. ARBITRATION

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

41. 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.

42. 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.

43. 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.

44. * 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.

45. 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 DATA SECURITY AND PROTECTION.

46. 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.

47. 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.

48. 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

49. 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.

50. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. 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.

52. 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.

53. 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.

54. 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. Umbrella/Excess Liability - \$1,000,000 Injury, Property Damage, and Personal Injury
- e. Cyber Insurance - \$3,000,000 per occurrence/aggregate
- f. Crime Insurance - \$1,000,000 per occurrence
- g. 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.
- h. 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.

- i. 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.
- j. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DES-RFP-611 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 22-DES-RFP-611 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected

to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT D

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

- I hereby certify that all _____ (Contractor Name) employees and subcontractors who will be working on Contract No. 22-DES-RFP-611 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

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

Date: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT E

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

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

I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. 22-DES-RFP-611 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

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

Date: _____

Signature: _____

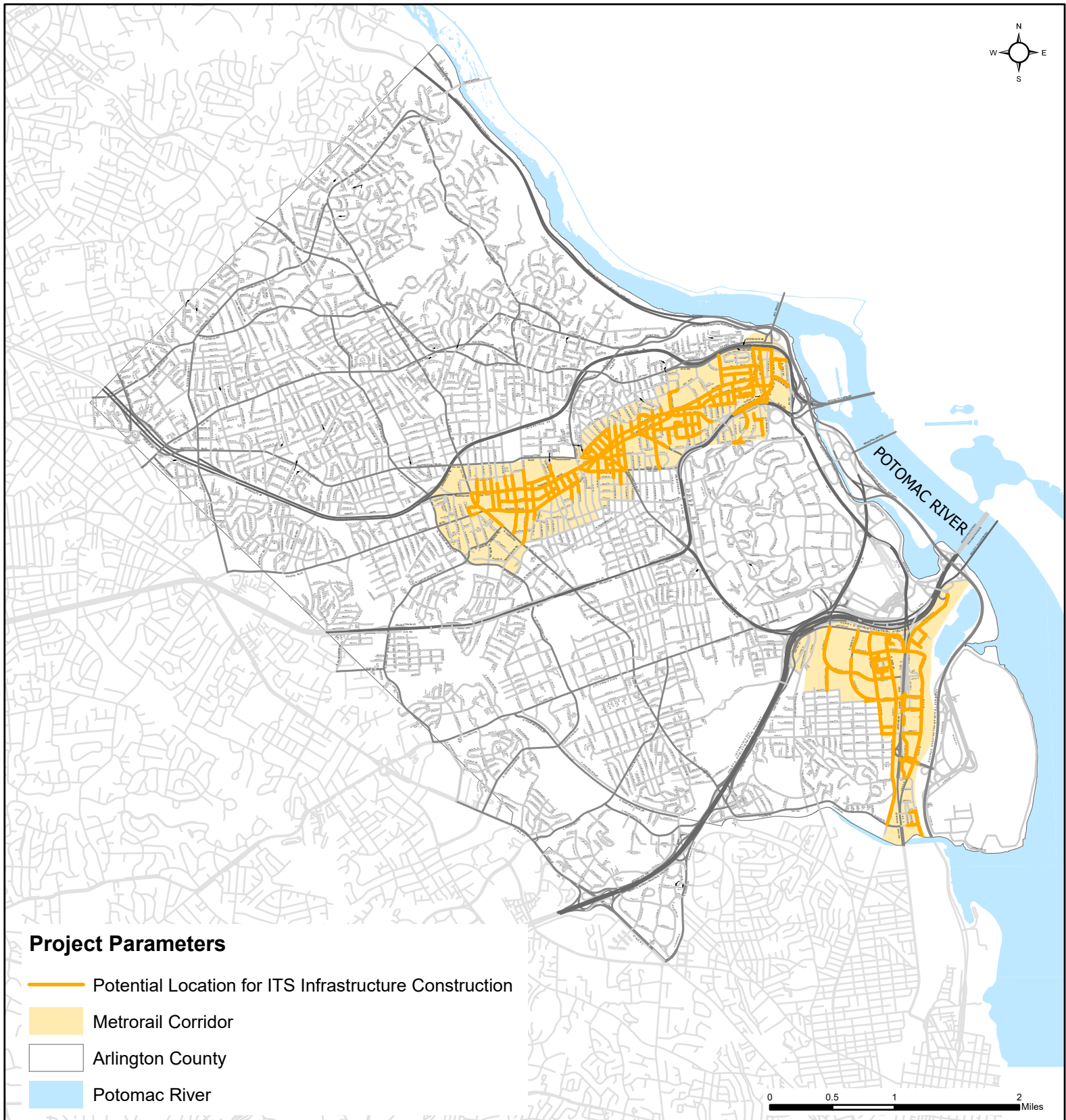
Printed Name and Title: _____

Company Name: _____

Company Address: _____

Potential ITS Infrastructure Construction Locations

Performance Parking Deployment in Commercial Corridors



The geographic data layers produced by the Arlington County GIS Mapping Center are provided as a public resource. The County makes no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this data, and it should not be construed or used as a legal description. Every reasonable effort is made to ensure the accuracy and completeness of the data.

All geographic data provided herein are copyrighted Arlington County, Virginia unless otherwise noted.

Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 22-DES-RFP-611

PROPOSAL FORM

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
1:00 P.M., APRIL 6, 2022.**

FOR PROVIDING
PERFORMANCE PARKING SYSTEM SOLUTION FOR DEPLOYMENT IN COMMERCIAL CORRIDORS
PER THE SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED

IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

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

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

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

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:
THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE [VENDOR REGISTRY WEBSITE](#).
POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

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

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

PROPOSAL FORM, PAGE 3 OF 5

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

ACKNOWLEDGEMENT OF COUNTY COVID-19 VACCINATION POLICY

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

Signed: _____ **Date:** _____

Name of Offeror: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 22-DES-RFP-611, 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: _____