



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

CONTRACT AWARD COVERPAGE

TO: HOPSKIPDRIVE, INC. 360 E. 2 ND STREET, SUITE 325 LOS ANGELES, CALIFORNIA 90012	DATE ISSUED: 9/19/2023
	CONTRACT NO: 23-DHS-RFP-297b
	CONTRACT TITLE: ON-DEMAND TRANSPORTATION SERVICES FOR ARLINGTON COUNTY CLIENTS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DHS-RFP-297b, including any attachments or amendments thereto.

EFFECTIVE DATE: SEPTEMBER 18, 2023

EXPIRES: SEPTEMBER 17, 2024

RENEWALS: FOUR (4) ONE (1) YEAR RENEWALS REMAINING FROM SEPTEMBER 18, 2024 TO SEPTEMBER 17, 2028

COMMODITY CODE(S): 96182

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DHS-RFP-297b

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ERIK SEYMOUR

VENDOR TEL. NO.: (844) 467-7547

EMAIL ADDRESS: ESEYMOUR@HOPSKIPDRIVE.COM

COUNTY CONTACT: ANN MOSER, DHS

COUNTY TEL. NO.: (703) 228-1318

COUNTY CONTACT EMAIL: AWMOSER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: 9/1/2023



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

AGREEMENT NO. 23-DHS-RFP-297b

THIS AGREEMENT is made, on 9/19/2023, between HopSkipDrive, Inc., 360 E. 2nd Street, Suite 325, Los Angeles, California 90012 ("Contractor"), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide on-demand transportation services to County clients. 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 September 18, 2023, and must be completed no later than September 17, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor, the County and Contractor may, through the mutual written acceptance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from September 18, 2024, to September 17, 2028 (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.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. Late payments will result in a fee of 1.5% per month or the amount allowable by law, whichever is less, until the account is current, and the County will pay any collection fees. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

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

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

13. BACKGROUND CHECK

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for all drivers and ensuring that subcontractors

and volunteers comply with this background check requirement. The Contractor must inform the County immediately of any findings involving its staff or a subcontractor who has in-person contact with a rider. The results of all checks must be made available to the County upon request, to the extent permitted by law. The Contractor must ensure that its drivers who have direct contact with County clients have not been convicted of any felony or offense involving sexual molestation, physical or sexual abuse, or rape. Any finding may result in the immediate removal of the individual from the contract.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to object to staff or subcontractors whom the Contractor assigns to the project, subject to any applicable non-discrimination laws. 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 if the parties are unable to resolve the dispute within five business days. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

Upon request, the Contractor shall provide written notice of its replacement of key personnel or subcontractors identified in its proposal.

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 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 be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

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, except to the extent covered by termination for unsatisfactory performance, 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.

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

The Contractor may terminate the Contract for default or breach if the County fails to pay an approved invoice in a timely manner and fails to cure within 15 days of notice by the Contractor.

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

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, except to the extent caused by the negligent or willful acts of County Indemnitees. 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 solely 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 solely 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. CONFIDENTIAL INFORMATION

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

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

Whenever possible, reports must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

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 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 CONFIDENTIAL INFORMATION.

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; or (d) in the case of the Contractor, sent electronically in writing to the primary email address provided for Contractor below, or as modified by written notice. Such electronic transmission will be deemed delivered, if received during business hours (09:00 - 17:00, Monday to Friday), on the day of receipt or, if received outside of business hours, on the next business day (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered:

TO THE CONTRACTOR:

HopSkipDrive, Inc.
360 E. 2nd Street, Suite 325
Los Angeles, CA 90012

with a copy to the primary email address of the Legal & Policy Team, HopSkipDrive, Inc. at legal@hopskipdrive.com

TO THE COUNTY:

Ann Moser, Project Officer
Arlington County, Virginia
2100 Washington Blvd.
4th Floor Financial
Arlington, Virginia 22204
Phone: (703) 228-1318
Email awmoser@arlingtonva.us

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. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not

accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

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

52. 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. Sexual Abuse and Molestation Liability - \$1,000,000 per occurrence/claim.
- e. Cyber Liability - \$2,000,000 per occurrence/claim.
- f. Crime Liability - \$100,000 per occurrence/claim.
- g. Errors & Omissions - \$1,000,000 per occurrence.

- h. Excess Liability - \$1,000,000 per occurrence/claim.
- i. 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 sexual abuse and molestation liability; and the additional insured endorsement must be typed on the certificate. The sexual abuse and molestation policy shall provide blanket coverage for the County.
- j. 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.
- k. 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.
- l. 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.

53. COUNTERPARTS

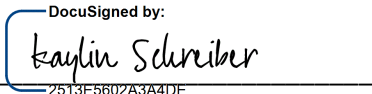
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or

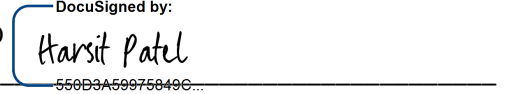
other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

HOPSKIPDRIVE, INC.

AUTHORIZED SIGNATURE:  2513E5802A3A4DE...

AUTHORIZED SIGNATURE:  550D3A59975849C...

NAME: Kaylin Schreiber

NAME: Harsit Patel

TITLE: Procurement Officer

TITLE: President

DATE: 9/19/2023

DATE: 9/19/2023

EXHIBIT A

SCOPE OF SERVICES

1.0 GENERAL REQUIREMENTS

A. RIDE SCHEDULING, PAYMENT, SAFETY, DRIVER TRAINING, POLICIES & PROCEDURES:

1. The Contractor must arrange transportation services for school age children and youth in the event the primary contractor is unable to meet the demand needs. The County, in collaboration with the Contractor, may add other populations as demand arises. Such transportation services must be arranged in accordance with the State of Virginia Code Article 15 Transportation Network Companies (TNC): [Code of Virginia Code - Article 15. Transportation Network Companies \(Article 15\)](#).
2. The Contractor's system should allow dispatch and reservations, allowing County staff to book trips via phone, internet, or mobile application, including the following features:
 - a. Schedule trip service both in advance and on demand (within a 90-to-120-minute window), changing trips, and canceling trips. Some trips may be one-time or ongoing regularly scheduled trips.
 - b. Schedule recurring transportation needs in advance primarily for daily transport of school age children during the school year to and from school, and schedule trips for other populations as demand arises.
 - c. Address special instructions regarding client's needs such as request for drop-off with an adult, collapsible wheelchair transport, booster seat accommodation, etc. that are made at trip reservation.
 - d. Provide notification of vehicle information such as the make and model of the vehicle, license plate number of TNC, updates in real-time of vehicle location on client's and scheduler's phone via text or email.
 - e. Provide a history of trips: start and end point of trips, purpose, distance traveled, driver name, vehicle information, and amount.
 - f. Provide County departments with web-based electronic tracking of expenses and invoicing. Expense tracking should be based on subaccounts as needed by County business units. Expenses should be downloadable/exportable to Excel.
3. Drivers must not make unauthorized stop(s) between the origination and the destination. The County will only pay for authorized trips.
4. Drivers must pick-up clients within 15 minutes of the scheduled time. If the wait time is longer than 15 minutes, the Contractor must notify County staff who scheduled the trip to provide an update on additional wait time. If the Contractor has the client's contact information, the Contractor will inform the client of the delay. If the delay is more than 20 minutes, a new vehicle must be dispatched.
5. The Contractor must ensure that there are no missed trips caused by a vehicle breakdown during an active transport in route to a client or while transporting the client, or other service-related problems. Back-up measures should include:

- a. Dispatching another driver to pick up the client, immediately notifying the scheduler and if needed 911.
 - b. Notifying the scheduler before the scheduled trip if there will be a service delay.
 - c. Notifying the scheduler immediately if a driver is refusing to transport a client. Reasons for rejecting the client must be provided and the Contractor must secure a backup driver.
6. Always ensure the safety of clients. Drivers' conduct must prioritize client safety and must be enforced by the Contractor's quality assurance policies and procedures. Drivers must stop at the safest and easiest location for pick-up and drop-off of a client. Drivers must not stop across the street from the point of client's departure or arrival.
7. Only the driver, the client, and authorized client companion(s) may be in the vehicle during transportation. To the extent possible, authorized companion(s) should be listed in the special client instructions when the County schedules the trip.
8. In the event of an accident, the driver must call 911 for emergency response, as appropriate. Directly afterwards, the driver must notify the County staff person who scheduled the ride. In all instances in which 911 is called, the Contractor must submit a copy of the accident report to the Project Officer within three business days of receipt.
9. The Contractor must provide annual driver training that includes the following topics:
 - a. Professional conduct as described below in section C, as well as safety and payment processing. Safety training includes safe driving, safety checks of vehicles, and Covid-19-related safety and hygiene.
 - b. Challenges and needs of individuals with disabilities, persons with limited English proficiency, persons with behavioral and emotional challenges, minors, and those who have experienced trauma and how to best serve and assist those individuals during transports.
 - c. Adhere to all special instructions provided at the time of the reservation.
10. The Contractor must submit an annual training report to the Project Officer, due 30 calendar days prior to contract renewal date, that includes a list of all trainings provided during the year, frequency, mandatory or voluntary, and specific training topics. Annual driving record check must be completed for all drivers who will be assigned to rides under the Contract.
11. Assign a staff person to be the point of contact for County staff to address ride management and driver conduct issues for all applicable transportation providers and a staff person as the County's point of contact to address billing issues (may be the same individual).
12. Maintain policies and procedures covering the following areas that must be provided to the County Project Officer upon request:
 - a. Personnel, including driver qualifications, background checks, required training, driver conduct, evaluation, and conditions for termination/separation.
 - b. Safety, including safe driving and safety checks of vehicles.
 - c. Emergencies, including accidents, inclement weather, injuries, client health emergencies, and other unforeseen incidents, such as vehicle break downs.

- d. Customer Service.
- e. Quality assurance in areas such as customer service, on- time service, driver conduct, safety, training scheduling and billing.
- f. Billing and invoicing.

B. VEHICLES

1. All vehicles, including back-up vehicles, must be fully operational in accordance with manufacturer's maintenance recommendations and must be free from the appearance of defects, such as unsightly body damage, or dirty condition. If safety of the client(s) warrants, DHS staff will notify the Contractor to report the vehicle condition and safety concerns. The Contractor must follow up with the driver and ensure that the condition is corrected in accordance with the Contractor's policy, and Article 15.
2. All seats in each vehicle used to transport clients must be equipped with fully functioning seat belts. Drivers must ensure that the passenger is seated, and the seat belt is securely fastened. Booster seats must be provided as required by the Virginia Department of Health's Child Passenger Safety Program. All vehicle doors must be locked during transport. Windows must be operational and allow the passenger to open and close the windows.
3. All vehicles must have fully functioning heating and air conditioning for use in appropriate seasons, to maintain the vehicle at a temperature range of 65 to 75 degrees Fahrenheit.
4. All Vehicle doors must be locked during transport. Windows must be operational and allow the passenger to open and close the windows.
5. Upon receipt of advance notification from the client or County staff, the Contractor must provide vehicles suitable for transporting clients using collapsible wheelchairs or walkers. For clients who have wheelchair transfer skills, a sedan with trunk space large enough to carry a wheelchair is considered suitable.

C. DRIVER CONDUCT

1. Drivers must always display professional conduct when transporting clients. Professional conduct includes greeting the client upon pick-up and not making rude or inappropriate remarks about client's appearance or behavior. Drivers should not ask personal questions and keep all conversation related to the transport.
2. Drivers must comply with all applicable federal, state, and local COVID-19 restrictions, protocols, policies, and procedures.
3. Drivers shall not ask for or accept money or tips of any kind from clients.
4. Smoking, eating, and drinking in the vehicle by the driver or the client is prohibited during transport.
5. Drivers must follow all specific instructions or needs-based accommodations provided by the

scheduler.

D. INVOICING AND PAYMENTS PROCEDURE

1. The Contractor will invoice the County for agreed upon fares and fees. The County will not pay for tips or any other charges. The County is tax exempt, and the invoice shall not include taxes.
2. The Contractor should allow for sub-accounts for both billing and payment. Each DHS division, bureau or other participating County department program will be set up with a unique account number for the department and sub-account numbers for divisions/bureaus/programs within the department. The unique account number will identify the contact person and email address to which the Contractor shall send the invoices.
3. Invoices must be submitted to the Project Officer by the 10th of the month following the month during which the trip charges were incurred. The Contractor should have a paperless, web-based invoicing system that can provide downloadable monthly invoices, specific to accounts and sub-accounts. The County prefers electronic invoices but will accept paper or emailed PDF invoices if necessary. Invoices must include:
 - a. Client name, person scheduling the transportation and if there is a companion, the companion's name
 - b. Purpose of the trip
 - c. Start and end point address of each trip and amount of the charge
 - d. Total distance traveled in miles
 - e. County account/subaccount number
 - f. Meter receipts
 - g. Purchase Order Number
 - h. Unique invoice number
 - i. Base rate
 - j. Mileage rate
4. In an emergency such as the app or system is down, the Contractor must have an alternative reservation method.

E. ROLE OF THE COUNTY

1. Arrange rides for clients through the Contractor's app, website, or email or via phone and provide all required information for invoicing purposes.
2. Instruct clients of their responsibility to be at the pick-up location at the scheduled time.
3. Follow up with no-show clients after the driver informs DHS staff who scheduled the trip. Instruct the driver of next steps, such as re-scheduling or cancelling the trip or redirecting the driver to a different location.
4. Assign a Project Officer to be the point of contact for all contractual issues, including customer service, billing, and overall process issues.

5. Pay the Contractor the amount stated in the contract based upon the published method to calculate fares provided with the cost proposal.

2.0 CONTRACTOR'S PLATFORM

1. **Use of Platform:** The County will subscribe to use the Contractor's website, mobile and web applications (each, an "**Application**"), content, products, and related services (collectively, the "**Platform**"), available on a Software-as-a-Service basis, to utilize the transportation coordination services.
2. **Platform License:** Subject to all limitations and restrictions contained herein, the Contractor grants the County and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the Platform on a Software-as-a-Service basis, solely to utilize the services during the term of this Agreement. Subject to the licenses granted herein, the County has no ownership interest in the Platform, or any related software or other materials provided to the County. The Contractor owns all right, title, and interest in the Platform, and any related software and materials provided to the County, subject to any limitations associated with intellectual property rights of third parties. The Contractor reserves all rights not specifically granted herein. The County may from time to time provide suggestions, comments for enhancements or functionality or other feedback to Contractor with respect to the Platform and Services. The Contractor has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. The Contractor shall own all right, title and interest to any such developments to the Platform or services made by or on behalf of the Contractor in response to any such feedback of the County.
3. **Authorized Platform Users:** County acknowledges that the Contractor's Terms of Use (<https://www.hopskipdrive.com/terms-of-use>) specifically indicate that minors are not permitted to use Contractor's accounts. The County shall communicate to the families and their riders that minors are not permitted to use the Contractor's app or contact the Contractor's Customer Support team to request changes to their rides.
4. **County Emergency Contacts:** The County shall designate an emergency contact(s) during the onboarding process for the Contractor to contact in the event of a serious incident in connection with the Services.
5. **Relationship Between the County and its Families:** The Contractor shall contact the adult parents and legal guardians of the County's minor riders regarding any material issues that may arise in connection with the services. The County represents and warrants that: (i) it has the right to provide the Contractor with all the necessary data and personally identifiable information for the purposes of providing the Services; and (ii) it is legally authorized to arrange transportation using the Contractor on behalf of the parents and guardians of the County's riders.

EXHIBIT B
CONTRACT PRICING

ITEM	DESCRIPTION	Pricing
Base Fare - Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows organizers to book rides at least 8 hours in advance.	\$30.00
Per Mile Fee	PROVIDER maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage for each ride is calculated and added to the Base Fare.	\$2.50
Cancellation/no show fee	There is a \$0 cancellation fee when canceled 8 hours before a scheduled ride. Rides canceled between 0-1 hours incur a cancellation fee of 100% Base Rate + Expected Distance of Ride. Rides cancelled between 1-8 hours will incur a cancellation fee of 50% Base Rate + Expected Distance of Ride.	See Description Narrative
Charge for additional rider from same household with same points of origin and destination.	No additional fee or charge will be applied for this ride type.	\$0
Booster seats	No additional fee or charge for a rider needing a booster seat.	\$0
Wait Time Fee	County is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by County's pick-up procedures. During that time, the Driver will attempt to contact the ride organizer and/or the families. If pick-up delays become a consistent challenge, County will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge County \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and County will be charged 100% of the estimated ride charge.	See Description Narrative
Damage Fees	County acknowledges and agrees that Contractor may assess damage fees to County for damage to a Driver's vehicle caused by a rider, and County agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee will be determined by the Contractor and the County, based on written evidence such as receipts, estimates and photographs.	See Description Narrative

Taxes and Surcharges	To the extent permitted by law, amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of County (except that County will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend the Fees, as more particularly described in this Exhibit B.	See Description Narrative
Gas Price Increase	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline in Metropolitan DC, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "Metropolitan DC (or the nearest similar geographic area) U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: https://www.eia.gov/	See Description Narrative