

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

AGREEMENT NO. 17-063

THIS AGREEMENT is made, on the date of execution by the County, between The Convention Store, Inc., located at 405 Headquarters Drive, Suite 7, Millersville, Maryland 21108 ("Contractor) a Maryland Business authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Price Schedule

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 more fully described in the "Scope of Work" (Attachment A). The primary purpose of the Work is to sell fare media for all major transit agencies including ART, WMATA, MARC Commuter Rail, VRE commuter Rail, MTA Commuter Bus, DC Circulator, DASH and all other SmarTrip enabled agencies.

It is 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, therefore, Work under this Agreement shall commence on the date of the Contract execution and/or Notice to Proceed. The Period of Performance shall be One Base Year with Four (4) One-Year Option periods.

5. OPTION TO EXTEND SERVICES

The County may require continued performance of any services within the limits and at the rates specified in the Price Schedule. This option provision may be exercised more than once, but the total extension hereunder shall not exceed six (6) months. The Procurement Officer may exercise the option by written notice to the Contractor within thirty (30) days of Contract expiration.

6. CONTRACT AMOUNT

This is a Firm-Fixed Unit-Price Contract. The Contract amount shall be paid in accordance with the Price Schedule (Attachment B) and the Payment Provision below.

The County will not compensate the Contractor for any goods or services beyond those included in Attachment 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 Attachment B unless otherwise agreed by the parties in writing.

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm through the Contract Term. To request a price adjustment, the Contractor or the County must submit a written request to the other party, not less than sixty (60) calendar days before the end of the Base Year and each Option Year.

The Contract Amount/unit price(s) shall not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending the Base Year and each Option Year of the Contract. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

8. 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 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. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it will retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

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

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

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

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

Transportation:

General

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

Ground Transportation

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

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

Air Travel

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

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

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

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

10. PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the Contractor to the sub-contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the sub-contractor 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 sub-contracts, if any are permitted, a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.

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

11. NO WAIVER OF RIGHTS

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

12. NON-APPROPRIATION

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

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

14. COUNTY PURCHASE ORDER REQUIREMENT

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

15. BACKGROUND CHECK

All employees or sub-contractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check shall include, at a minimum, criminal background check as well as a pre-employment drug screening.

16. REPLACEMENT OF PERSONNEL AND SUB-CONTRACTORS

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.

17. 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, national origin, age or 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.

18. 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.

19. 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.

20. 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.

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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, as defined above, 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. 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 sub-contractor 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 sub-contractors 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 sub-contractors 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 AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive 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 willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to 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. ETHICS IN PUBLIC CONTRACTING

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

27. COUNTY EMPLOYEES

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

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

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

30. RELATION TO COUNTY

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

31. ANTITRUST

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

32. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must provide to the County with its most current financial statement upon execution of the Contract. If the County exercises an Option Year beyond the Base Year and if requested by the County the Contractor shall provide its most recent financial statement within sixty (60) calendar days of such requires. All accounts of the Contractor pertaining to this Contract shall be subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

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

42. SEVERABILITY

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

43. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

44. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

45. HEADINGS

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

46. AMBIGUITIES

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

47. NOTICES

Unless otherwise provided in writing, all written 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:

M. Elaine Curl, President
The Convention Store, Inc.
405 Headquarters Drive
Suite 7
Millersville, Maryland 21108

TO THE COUNTY:

Larry Filler - Project Officer
Arlington County Commuter Services
Transportation Division
Department of Environmental Services
2100 Clarendon Blvd.
Suite 900
Arlington, Virginia 22201

AND

Shirley Diamond, Senior Procurement Officer-Transportation
Office of the Purchasing Agent
2100 Clarendon, Blvd.
Suite 500
Arlington, Virginia 22201

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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.

50. 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.

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 \$100,000/100,000/500,000. 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).
 - a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named 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.
 - b. 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.
 - c. 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.
 - d. 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:
NAME: E. Elaine Curl
TITLE: President

COUNTY:
NAME: Shirley Diamond
TITLE: Senior Procurement Officer

AUTHORIZED
SIGNATURE - _____

AUTHORIZED
SIGNATURE Shirley Diamond

DATE: _____

DATE: 11-21-16

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.

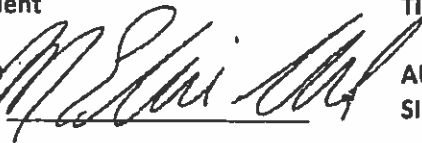
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THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CONTRACTOR:
NAME: E. Elaine Curl
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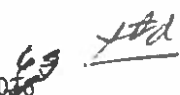
AUTHORIZED
SIGNATURE



AUTHORIZED
SIGNATURE - _____

DATE: 11-21-16

DATE: _____



ATTACHMENTS AND FORMS

ATTACHMENT – A

**ARLINGTON COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL SERVICES**

**DOT- COMMUTER SERVICES BUREAU
SCOPE OF WORK**

A. Summary

The Convention Store (Contractor), working in conjunction with the Arlington County Commuter Services Bureau (ACCS), shall provide for the operation of the County's fare media sales and supporting customer services.

B. Commuter Stores

The Contractor, on behalf of ACCS, operates four commuter stores at Rosslyn, Ballston, Crystal City and Shirlington and four mobile units (4th unit to be in service in FY17) that visit locations throughout the County on a set schedule. The Commuter Stores have the following hours of operations:

- Ballston, M-F 7:00 a.m.-7:00 p.m., Saturdays 8:00 a.m. - 3:00 p.m.
- Crystal City, M-F 7:00 a.m. - 7:00 p.m.
- Rosslyn, M-F 7:00 a.m. - 7:00 p.m., Saturdays 8:00 a.m. - 2:00 p.m.
- Shirlington, M-F 10:00 a.m. - 12:30 p.m., 1:00 - 7:00 p.m.
- Mobile Commuter Stores, hours and locations vary
- Stores are closed for all official Arlington County Holidays

The Commuter Stores sell fare media for all of the major transit agencies in the area including ART, WMATA, MARC Commuter Rail, VRE Commuter Rail, MTA Commuter Bus, DC Circulator, DASH and all other SmarTrip enabled agencies. The Commuter Stores and Mobile Units are staffed by the Contractor and handle both walk-in and call-in customers, the majority of whom are seeking assistance with the purchase of tickets and passes. Staff for each store and units shall be as follows:

- Ballston, Crystal City and Rosslyn Commuter Stores shall be staffed with three (3) full time dedicated staff members.
- Shirlington Commuter Store shall be staffed with one (1) full time dedicated staff member.
- Large mobile commuter stores shall be staffed with two staff members per mobile store.
- Small mobile commuter stores shall have one staff member per mobile store.

Each month, the combined Commuter Stores sell over \$580,000 in fare media to individual customers, these customers include Arlington residents, visitors and employees that work in the region. In addition to selling fare media, the Commuter Stores provide information and assistance with all other non-SOV travel in the region. Each month, the combined stores assist

nearly twenty thousand (20,000) customers with their commuting and travel needs. Contractor shall provide adequate staffing levels to operate the Commuter Stores depending on the stores layout and customer traffic. All Contractor personnel assigned to this Contract will be compensated for actual hours work at the fully loaded hourly rate.

C. Commuter Information Center

The Commuter Information Center (CIC) is a call center based operation that houses two key functional business operations. The Contractor shall operate these two services.

The first and larger operation is the CommuterDirect.com ticket-by-mail fulfillment center, this operation sells over Five Million Dollars (\$5,000,000.00) in fare media each month. The four largest transit agencies that CommuterDirect.com supports are VRE, MARC, MTA Commuter Bus and WMATA, these four groups comprise over Ninety-Two Percent (92%) of sales each month. The Contractor shall be responsible for distributing monthly packages to customers that need transit passes for the region, all of these packages shall be carefully handled, packaged and tracked through the fulfillment process in the office. Contractor shall provide adequate staffing levels to provide this service.

The second key functional area of the CIC is the 228-RIDE call center that is the customer service portion of the ART bus service. The Contractor shall answer phone calls from ART riders with calls involving trip planning assistance, lost and found, complaints, commendations, suggestions and a variety of other options. If warranted, these calls will be entered into the ART customer service database by the staff to route a comment or complaint to the appropriate employees within ART for the quickest possible resolution to the customer's issue. The CIC handles approximately eight thousand (8,000) phone calls and five-hundred (500) e-mails each month. Contractor shall provide adequate staffing levels to operate and meet the minimum service standards for the Commuter Information Center. All Contractor personnel assigned to this Contract will be compensated for actual hours work at the fully loaded hourly rate.

These service standards shall apply to both services of the CIC:

- Hours of Operation: 7 AM to 6 PM
- Call abandonment rate of 4% or less
- Support for both English and Spanish speaking customers
- Answer calls within 20 seconds for 80% of the time each calendar month
- Employ call center operators who are knowledgeable about the Washington, DC metropolitan area
- Establish and monitor an email account to which customers can forward queries, complaints, concerns and any additional information

D. Distribution

The Distribution Center is a smaller work group responsible for handling the delivery and distribution of more than six-hundred thousand (600,000) pieces of literature each year for the entire ACCS work group. The Contractor shall operate the distribution service Monday – Friday

from 7 a.m. to 4 p.m. for the purpose of providing transit information materials and ACCS program information to support requests from customers from the CIC, to resupply the Commuter Stores and provide materials to individuals, employers and other organizations.

These deliveries are made to three distinct customer segments, two internal and one external. The two internal work groups, the Commuter Stores and the Arlington Transit Partners (ATP) sales force, each receive approximately two-hundred thousand (200,000) pieces of literature each year. In addition, the ATP sales force utilizes the distribution team to make deliveries to corporate clients, hotels, offices and school during the year. Requests for the shipment of bulk materials to these internal customers shall be fulfilled within five (5) business days from the date of request.

Individuals that use the County's CommuterPage.com's brochure service comprise the third group, this group also averages approximately two-hundred thousand (200,000) pieces a year in smaller orders. Individual orders shall be fulfilled within two (2) business days from the date of the request. The Contractor shall be responsible for adequately staffing the distribution center and be responsible for making deliveries of fare media to and from the various transit providers, the Commuter Stores, other ACCS work groups as well as CIC.

In addition, the Contractor shall be responsible for making shipments to the Post Office during the batching cycle for fare media packages. These packages often have values of greater than Ten Thousand Dollars (\$10,000) per delivery and are occasionally valued in excess of Five-Hundred Thousand Dollars (\$500,000.00) per day. The Contractor shall also function as the Logistics Support portion of ACCS and handle the updates to the 500+ bus stop signs throughout the County on a regular basis, specifically the RCHs for bus schedules and maps. All Contractor personnel assigned to this Contract will be compensated for actual hours work at the fully loaded hourly rate.

E. Supplemental Services

An allowance for Supplemental Services is provided for in the Price Schedule for services provided under the Commuter Information Center and Commuter Stores.

1. The County may, during the course of this contract, request supplemental services from the Contractor. These services include but are not limited to:
 - i. The backend IT support for CommuterDirect.com, including all aspects of the website, including security, programming, domain maintenance
 - ii. Website maintenance and support for CommuterPage.com, this site provides commuting and transit information for residents, visitors, employees and employers for Arlington County and the region.
 - iii. The provision of transit interactive information screens including their installation and maintenance at various locations throughout the County. This service includes information screens located in commercial buildings, residential buildings, along transit ways and at other transit oriented locations throughout the county.
 - iv. Support of the brochure ordering system that currently handles six-hundred thousand (600,000) brochure pieces a year.

2. All supplemental service work shall be requested and approved in advance in writing by the County Project Officer.
3. Labor to complete call orders under supplemental services shall be at the fully burdened hourly rates provided in the Contractor's price proposal (i.e. the pricing schedule).
4. Materials and equipment for supplemental services shall be reimbursed at cost and overhead not to exceed 10% of the actual cost of the materials and rental cost for the equipment. The Contractor shall be required to provide the County with copies of invoices for verification of the costs. An allowance has been provided for such material and equipment cost in the Price Schedule. The Contractor shall not incur expenses or exceed this allowance without prior written approval of the Project Officer.
5. Unless otherwise approved in writing by the Project Officer, the Contractor shall not invoice the County for services for an amount greater than the estimated cost approved by the Project Officer.

F. Capital

An allowance for Capital, **that shall include but not limited to the purchase of vehicles and capital improvements of existing vehicles in connection with providing mobile Commuter Stores**, is provided for in the Price Schedule for services provided under the Commuter Stores.

1. The County may, during the course of this contract, request the purchase of additional vehicles to replace or add to the current fleet of mobile commuter stores as well as for the purchase of other capital equipment deemed necessary by the County to carry out the Scope of Work.
2. All Capital shall be requested and approved in advance in writing by the County Project Officer.
3. Labor to complete call orders under Capital shall be at the fully burdened hourly rates provided in the Contractor's price proposal (i.e. the pricing schedule).
4. Materials and equipment for Capital shall be reimbursed at cost and overhead not to exceed Ten Percent (10%) of the actual cost of the materials and rental cost for the equipment. The Contractor shall be required to provide the County with copies of invoices for verification of the costs. An allowance has been provided for such material and equipment cost in the Price Schedule. The Contractor shall not incur expenses or exceed this allowance without prior written approval of the Project Officer.
5. Unless otherwise approved in writing by the Project Officer, the Contractor shall not invoice the County for services for an amount greater than the estimated cost approved by the Project Officer.

G. Equipment

An allowance for equipment is provided for in the Price Schedule for services provided under the Commuter Information Center. The Contractor shall purchase equipment necessary to carry out the Scope of Work. The Contractor shall not incur expenses or exceed this allowance without prior written approval of the Project Officer.

Equipment shall be reimbursed at cost and overhead not to exceed 10% of the actual rental cost of the equipment. The Contractor shall be required to provide the County with copies of invoices for verification of the costs.

H. Credit Card Fees

An allowance for Credit Card fees is provided for in the Price Schedule for services provided under the Commuter Information Center and Commuter Stores. These fees are charged by merchant banks (merchant fees) in connection with the purchase of transit tickets and the sale of merchandise from Contractor with bank payment cards and other forms of payment. The Contractor shall not exceed this allowance without prior written approval of the Project Officer.

GENERAL STAFFING CONDITIONS

A. Contractor Responsibility/Standard of Conduct

- Contractor personnel are employees of the Contractor and under its administrative control and supervision. Contractor personnel are not employees of the County.
- The Contractor shall select, supervise and exercise control and direction over its employees under this Contract. The County will not exercise any supervision over the Contractor's employee, but may, in coordination with the Contractor Project Manager, provide sufficient direction to Contractor personnel to ensure that the purpose of the Contract is met and the County's interest are protected.
- The Contractor is accountable to the County for the actions of its personnel. The Contractor's employees, when on-site at the County facilities under this Contract, shall only engage in duties related to its work for the County.
- The Contractor employees assigned this Contract must maintain satisfactory standards of employee competency, conduct, appearance and integrity and the Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. Contractor employees are expected to adhere to standards of conduct that reflect credit on the County.
- The County, shall in its sole discretion, direct the Contractor to remove any Contractor employee from the County facilities for any reason, including security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under this contract.
- The County reserves the right to permanently exclude any individual from performance under this Contract whose performance does not meet the County's standards. Such standards include but are not limited to, nonperformance, falsifying reports or statements, loss, destruction or irresponsible use of County equipment, character/actions incompatible with a professional public interaction or other criteria indicated in this Scope of Services. Permanent removal of personnel does not relieve the Contractor of the

responsibility to continue providing the services required under this Contract or create an entitlement to an equitable adjustment.

- The Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. The Contractor's Project Manager shall be designated to serve as the on-site contract manager. The Project Manager shall be responsible for coordinating all personnel matters regarding the contractor's staff, such as personnel leave and any performance matters, with the County's Project Officer.
- All Contractor personnel assigned to the contract must have all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this Contract.

B. County Responsibility

- The County will provide office space needed by Contractor's on-site staff to perform their work under this Contract. All prior office equipment purchased, including but not limited to computers, telephones, cell phones, and furniture, and shall remain, the property of the County and may only be used for performing County business under this Contract. All equipment and materials shall be returned by Contractor to the County promptly at County's request together with any copies thereof, and promptly upon expiration or termination of this Contract for any reason.
- The County will provide to the Contractor's employees means of access to the assigned office space as needed for performance of their work.
- The County will provide to the Contractor's employees instructions and training in County policies and procedures, handling confidential information, speaking on behalf of the County, handling Freedom of Information Act requests, as applicable to their work under this Agreement. The Contractor shall assure that its employees comply with the County policies and procedures and follow the instructions related to their work.

C. Contractor Personnel Assignment

- All Contractor personnel assigned to the contract must have all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this Contract.
- The County throughout the life of the contract has the right to approve and reject staff or sub-Contractors assigned to this Contract. The County reserves the right to require the Contractor to reassign any individual on the Contractor's project team if the County is unsatisfied with that individual's performance or if that individual fails to demonstrate the required qualifications of expertise. The County will participate in the selection process and reserves the right to review and approve replacement team members.
- Should an individual need to be replaced, the Contractor shall provide to the County Project Officer statement(s) of qualifications and resume(s) of proposed replacement(s). If the proposed replacement individual is rejected by the County Project Officer, the Contractor will be given a chance to propose another individual. If the second replacement is also rejected by the Project Officer, the County reserves the right to terminate the assignment to the Contractor and obtain qualified and acceptable

replacement from other sources. Permanent replacement shall be complete within thirty (30) days.

- The County will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of Arlington County as a result of being hired by the County after application for a position through the open competitive personnel selection procedures of the County.

D. County Holidays/County Non-Work Days

Contract personnel shall not be compensated for County holidays, County non-work days or inclement weather days without prior written approval of the Project Officer.

The following is a list of County holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

Holiday and other non-work days are not billable unless work is requested by the County and performed on those days.

E. Personal/Vacation/Sick and other Leave

Contractor will not be paid for Contractor personnel time off for sick leave, non-County Contractor holidays, personal leave, and vacations.

F. Telework & Alternate Work Schedules

The County may approve telework and/or alternative work schedules for the personnel under this Contract on a case-by-case basis if such schedules will not provide a hardship to the County and such schedules are supported by the Contractor for its contractor personnel. The Senior Program Manager shall submit requests for telework and alternate work schedules on behalf of Contractor personnel to the Project Officer for written approval. Project Officer approved telework and/or alternate work schedule may be revoked by the County at any time.

G. Work Hours

All Contractor personnel assigned to this Contract will be compensated for actual hours work, up to a maximum of forty (40) hours per week (Monday through Friday) unless otherwise approved by the Project Officer. Some positions may require occasional night and weekend hours. When night or weekend hours are required, the forty (40) hours per week will be adjusted as soon as practicable. The adjusted schedule is subject to approval by the Project Officer.

H. Additional Hours

Occasionally, Contractor personnel assigned under this Contract may be required to work additional hours beyond the 40 hours per week per position. All Contractor personnel must obtain pre-approval from the Project Officer, in writing, prior to working any additional hours. All additional hours will be paid at the hourly rate(s) in the Price Schedule.

I. Compensation

The Contractor's compensation for services shall be in accordance with the terms and conditions of the contract and shall be based on:

- Hourly Rates negotiated for each position
 - a. For individuals assigned to the Contract by the prime Contractor an amount computed by multiplying the number of hours worked to perform the work times the individual's hourly compensation rate.
 - b. For sub-Contractors retained by the prime Contractor and performing services related to the contract, an amount computed by multiplying the number of hours required to perform the work times the individual's hourly compensation rate will be allowed.
 - c. For individuals assigned to work at the County offices overhead rates will not be applied.
 - d. For on-call individuals Contractor may charge approved home office overhead rate.
 - e. Hourly rates shall remain fixed during the base period. Hourly rates may be adjusted at the end of the base period and prior to the exercising of an Option Year.
- Personnel hours billed, for individuals located in County offices, will be only for the actual hours worked, up to a maximum of forty (40) hours per week, unless otherwise approved by the County based on normal working conditions. Compensation will not be paid for personal, sick, or vacation leave.

J. Training

Contractor personnel are expected to be fully trained for their respective position at the time they are assigned to the County under this Contract. The County occasionally offers training to its employees that may be attended by the Contractor personnel as appropriate and if approved by the Project Officer. Specific training courses, relating to specific job duties being performed by the Contractor personnel, may be attended only if approved by the Project Officer.

K. Travel Expenses

An allowance for travel expenses is provided in the Price Schedule for travel expenses. The County will compensate the Contractor for Reimbursable Expenses only if they are pre-approved by the County and in accordance with the Contract. **When authorized by the Project Officer**, expenses may include:

a. Travel Expenses

- | | |
|-------------------------|---|
| i. Automobile | Current IRS mileage rate |
| ii. Air Travel* | Actual coach class fare |
| iii. Rental Automobile* | Actual costs for midsize car or smaller |
| iv. Taxis, ferries* | Actual costs |
| v. Public Transit* | Actual costs |

b. Per diem Expenses

- | | |
|-------------|---|
| i. Lodging* | Current federal per diem rates, as published by GSA, including state and local taxes. GSA per diem rates can be found at www.gsa.gov . |
| ii. Meals* | Current federal per diem rates, as published by GSA, including state and local taxes GSA per diem rates can be found at www.gsa.gov . |

*Reimbursable expenses must be included on each monthly invoice and require receipts and other documentation.

Exclusions:

The County will not reimburse or pay for expenses that are personal in nature. The following are some examples of expenses excluded from reimbursement:

- Normal commuting costs.
- Fines for parking or traffic violations.

ATTACHMENT – B

**The Convention Store
Budget FY 2017**

Operating Budget and Expenditures

Work Area	Expenditures	Budget
Commuter Information Center		
	Personnel	\$ 1,636,951.00
	Travel	\$ 8,000.00
	Equipment	\$ 10,000.00
	Credit Card Fees	\$ 650,000.00
	Professional Services	\$ 648,000.00
	Subtotal	\$ 2,952,951.00
Commuter Stores	Personnel	\$ 1,560,089.00
	Travel	\$ 3,000.00
	Credit Card Fees	\$ 122,500.00
<i>**HB2 Funds for New Mobile Commuter Stores</i>	Capital **	\$ 500,000.00
	Contingency	\$ 20,000.00
	Subtotal	\$ 2,205,589.00
Distribution Center	Personnel	\$ 351,035.00
	Travel	\$ 3,000.00
	Subtotal	\$ 354,035.00
	Total Expenses	\$5,512,575.00

PRICE SCHEDULE

The Convention Store

Contract No. 16-063

Work Area	Position	Hourly Rate
Commuter Information Center		
	Project Manager	\$97.05
	Revenue Controller	\$97.05
	CIC Manager	\$76.72
	CIC Supervisor	\$57.32
	CIC Corporate Specialist	\$59.12
	CIC Corporate SB Specialist	\$55.01
	CIC Inventory Specialist	\$55.36
	CIC Commuter Specialist	\$52.28
	Remote Specialist	\$49.05
	Web Manager	\$70.28
	Allowance for Travel	\$8,000.00
	Allowance for Equipment	\$10,000.00
	Allowance for Credit Card Fees	\$650,000.00
	Allowance for Professional	\$648,000.00
Commuter Stores		
	Project Manager	\$89.94
	Revenue Controller	\$89.94
	Store Manager	\$64.82
	Store Commuter Specialist	\$48.23
	Mobile Store Driver	\$45.28
	Allowance for Travel	\$3,000.00
	Allowance for Credit Card Fees	\$122,250.00
	Allowance for Capital	\$500,000.00
Distribution Center		
	Project Manager	\$89.28
	Revenue Controller	\$89.28
	Operations Manager	\$65.82
	Logistics Supervisor	\$52.12
	Distribution Specialist / Floater	\$50.08
	Distribution Specialist	\$44.84
	Allowance for Travel	\$3,000.00
NOTE: The fully burdened hourly rates contained above shall be inclusive of all labor, overhead, and profit necessary to perform the required services. Materials and equipment for professional services shall be reimbursed in accordance with the Statement of Work. Payments for professional services shall be made for actual services performed, and the Contractor shall not charge for travel time to and from the County. Air travel, lodging, meals, local transportation, mileage, and miscellaneous expenses shall be reimbursed in accordance with GSA regional locality per diem rates and in accordance with the Travel Expenses Guidelines in the Statement of Work.		
NOTE: An allowance for travel expenses, equipment, credit card fees and professional services is provided for in the Price Schedule. The Contractor shall not incur these expenses or exceed this allowance without prior written approval of the Project Officer.		

NOTE: Project personnel must be qualified in the labor categories proposed.

PRICE SCHEDULE

Redmon Group

Contract No. 16-063

Position	Hourly Rate
Senior Project Manager	\$ 200.21
Senior Content Developer	\$ 173.52
Senior Programmer	\$ 180.19
Project Manager	\$ 153.49
Senior Engineer	\$ 153.49
Senior Designer	\$ 146.82
Senior Multimedia Developer	\$ 146.82
Programmer	\$ 128.95
Multimedia Developer	\$ 113.99
Designer/Developer/Engineer	\$ 106.78
Photographer/Content	\$86.90
Junior Developer	\$77.60
Support Technician	\$66.09
<p>NOTE: The fully burdened hourly rates contained above shall be inclusive of all labor, overhead, and profit necessary to perform the required services. Materials and equipment for professional services shall be reimbursed in accordance with the Statement of Work. Payments for professional services shall be made for actual services performed, and the Contractor shall not charge for travel time to and from the County. Air travel, lodging, meals, local transportation, mileage, and miscellaneous expenses shall be reimbursed in accordance with GSA regional locality per diem rates and in accordance with the Travel Expenses Guidelines in the Statement of Work.</p>	
<p>NOTE: Project personnel must be qualified in the labor categories proposed.</p>	