



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

CONTRACT AWARD COVERPAGE

TO: SP Plus Corporation	DATE ISSUED: 02/23/2023
Justin Rogers, Vice President	CONTRACT NO: 22-DES-RFPLW-537
1201 I Street NW, Suite 150	CONTRACT TITLE: Arlington County Parking Garages
Washington, DC 20005	Operations and Maintenance Services

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. XX-XXX-X including any attachments or amendments thereto.

EFFECTIVE DATE: FEBRUARY 23, 2023

EXPIRES: JANUARY 15, 2024

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE SEVEN YEAR CONTRACT.

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 22-DES-RFPLW-537

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JUSTIN ROGERS

VENDOR TEL. NO.: (202) 496-1362

EMAIL ADDRESS: ROGERSJ@SPPLUS.COM

COUNTY CONTACT: MELISSA MCMAHON (DES,
TRANSPORTATION)

COUNTY TEL. NO.: (703) 228-0651

COUNTY CONTACT EMAIL: MMcMAHON@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Cynthia Davis

Title: Assistant Purchasing Agent

Date: February 23, 2023



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

AGREEMENT NO. 22-DES-RFPLW-537

THIS AGREEMENT is made, on 2/23/2023, between SP Plus Corporation dba SP + Municipal Services, 1201 Eye Street NW, Suite 150, Washington, DC 20005 ("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
- Exhibit C – Living Wage Notice
- Exhibit D – Living Wage Quarterly Compliance Report
- Exhibit E – Ballston Garage Agreements (incorporated herein by reference)
- Exhibit F – Arlington Mill Agreement (incorporated herein by reference)
- Exhibit G – Arlington County Funds Handling Policy (incorporated herein by reference)
- Exhibit H – Performance Metrics AC
- Exhibit I – Staffing Point
- Exhibit J – Garage Maintenance Levels and Duties (incorporated herein by reference)
- Exhibit K – Garages Parking Rates (incorporated herein by reference)

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of full execution and must be completed no later than January 15, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than six additional 12-month periods, from January 16, 2024 to January 15, 2030 (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 B unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until January 15, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

7. PAYMENT

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

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in the scope of work under Reimbursable Costs will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices, receipts, or statements that provide the vendor information, type of expense, timeframe of the expense, and amount of expense.

9. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

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

11. NON-APPROPRIATION

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

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

The Contractor will perform a background check on each employee and provide a digital copy of the results to the Project Officer before such employee is allowed on premises at any Garage. The County may, at its discretion, request a sample of current background checks for Garage employees every six months. The Contractor will have all responsibility for any funds mishandling issues, thefts or frauds done by its employees, agents or subcontractors.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

Except as set forth below, 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. Nothing, however, shall limit the Contractor's right to terminate the use of a subcontractor who is providing substandard services or who first terminates its contract with the Contractor. In addition, nothing shall limit the Contractor's right to replace personnel if the Contractor plans to transition the personnel to another position, terminate the employment of such personnel or if the personnel quits his or her position.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. 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, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

22. INDEMNIFICATION

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

section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all information made available by the County to the Contractor 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. Confidential information may not include data that the Contractor obtains in its role as a business, controller, or other equivalent term under applicable law, in connection with or related to the services under this Contract to the extent such information becomes available to the Contractor from a source other than the County or the County's agents or employees. The Contractor must provide the County with its privacy policy with respect to information collection that may be construed as occurring on behalf of or associated with the County and the services under this contract. The Contractor must take reasonable measures to ensure that all its employees, agents, and subcontractors are informed of and abide by this requirement and that they are trained to be sensitive to and respectful of protecting individual customer data privacy.

25. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any

other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

26. COUNTY EMPLOYEES

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

27. FORCE MAJEURE

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

28. AUTHORITY TO TRANSACT BUSINESS

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

29. RELATION TO COUNTY

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

30. ANTITRUST

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

31. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers

- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. 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 of expenses or underpayment of revenues by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and underpayments 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, underpayments 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.

33. 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.

34. AMENDMENTS

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

35. 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.

36. 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.

37. 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.

38. ARBITRATION

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Justin Rogers, Vice President
1201 Eye Street NW, Suite 150
Washington, DC 20005
rogersj@spplus.com
(202) 496-1362

with a copy to:

SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

TO THE COUNTY:

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

47. 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.

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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 is not responsible for the compliance of the parking garages, which are owned by the County.

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.

50. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Attachment ____);

2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment ____;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment ____).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

51. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired) and auto physical damage to the total value of the vehicle provided by the County.
- d. Crime Liability - \$1,000,000 per occurrence

- e. Cyber Liability - \$2,000,000 per occurrence
- f. Bailee's Inland Marine or Property Insurance – to the value of all County equipment and property under the Contractor's possession.
- g. Errors and Omissions - \$1,000,000 per occurrence
- h. Excess Liability - \$1,000,000 per occurrence
- i. Garagekeepers Liability - \$1,000,000 Comprehensive, \$1,000,000 Collision
- j. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except crime, Bailee's Inland Marine, property, workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate. Contractor shall list the County and its officers, elected and appointed officials, employees and agents as loss payees on the crime liability policy listed above.
- k. 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.
- l. 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.
- m. 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. Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required.

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 to the equipment Contractor provides for the Work, unless such damage was caused by the negligence, willful misconduct or breach by the County or its employees, agents or contractors. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

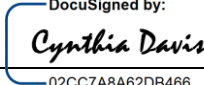
52. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SP PLUS CORPORATION DBA SP + MUNICIPAL SERVICES

AUTHORIZED
SIGNATURE:  DocuSigned by:
Cynthia Davis
02CC7A8A62DB466...
NAME: Cynthia Davis
TITLE: Assistant Purchasing Agent
DATE: 2/23/2023

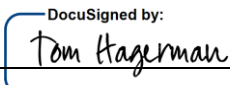
AUTHORIZED
SIGNATURE:  DocuSigned by:
Tom Hagerman
2D730F3CE7C34B8...
NAME: Tom Hagerman
TITLE: Senior Vice President
DATE: 2/23/2023

EXHIBIT A – SCOPE OF WORK

A. GENERAL REQUIREMENTS

The following general operational instructions apply to all Garages. The Contractor's responsibilities for operating and managing the Garages will include but not be limited to the following:

1. The Contractor must operate, manage, and maintain each Garage as a first-class, self-parking public parking garage for the benefit of the County in accordance with the highest standards for operation, management, and maintenance of a self-parking garage and in accordance with this scope of work.
2. The Contractor must be responsible for performing all maintenance and cleaning of the Garages and Garage equipment, including, without limitation, elevator maintenance as applicable, graffiti removal, sweeping, rubbish removal, clearing stopped drains, and maintaining the garages in a sanitary condition free of pests, dirt, all refuse, and objectionable odors (e.g., those coming from accumulated decaying waste or urination on surfaces).
3. The Contractor must manage the Garages in compliance with all federal, state, County, and other applicable laws, ordinances, and regulations relating to the Garages or the operation of the Garages.
4. The Contractor must provide staffing for each Garage and if staffing levels need to be altered, the Contractor must submit a written request and justification for any staffing changes, which must be approved by the County's project officer.
5. The Contractor must obtain and keep current all licenses and permits required in connection with the management and operation of the Garages. The Contractor must promptly notify the County of all notices it receives regarding governmental requirements affecting the Garages.
6. The County may at its discretion establish and change the hours of operation, fee structure, and staffing requirements of any Garage, with the operations and management costs adjusted accordingly.
7. The Contractor must maintain all existing telephones, internet, and intercom systems in each Garage, as applicable. If any components or service contracts must be replaced or updated to keep the systems in working order and meet County needs, the Contractor must make a recommendation to the County and coordinate with the County on the work upon request. The County may also initiate such change requests directly. The Contractor must be reimbursed for related expenses pursuant to the parties' contract.
8. The Contractor must provide the County with a telephone number or numbers where County employees may contact Contractor staff 24 hours 7 days a week, 365 days a year in case of emergency regarding any Garage.
9. The Contractor's employees must report to the Arlington County Police Department via phone call any damage, criminal, or unusual activities (e.g., vandalism, theft, violence, explosion) they discover at any Garage. All such incidents also must be reported via phone call and email within 24 hours to the County's project officer. However, if there is an immediate threat to a person or property Contractor staff should remove themselves and others from danger, contact 9-1-1 if appropriate, and then notify the project officer within 1 hour of resolution of the emergency.
10. The Contractor must not permit any person, including any of the Contractor's agents, employees, subcontractors, or assignees, to park in any Garage without charge or offer special rates not available to the general public or established by the County.
11. The Contractor must notify the County's project officer, by phone and by email, of any repair that it deems prudent at any Garage when that repair exceeds the Garage's monthly

repair

reimbursement estimated budget. The County must be notified before any such repair work is paid for and undertaken. The County must then assess the situation and determine the next steps.

12. The Contractor must advise the County on the condition and useful life of parking garage access and revenue control equipment and systems and at the end of useful life as agreed upon by the County, or as upgrades are determined by the County to be needed. The Contractor must assist the County with scoping replacement of equipment/systems, provide multiple quotes for County consideration, and with the County Project Officer's written authorization contract for equipment and oversee installation of such improvements. Revenue control equipment and systems provided by the County that store, process or transmit credit card data in place as of the date of the Contract are to the best of the County's knowledge compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements recommended, contracted, and overseen by the Contractor subsequent to the start of the Contract must be compliant with PCI DSS and FACTA.
13. The Contractor has no power, authority, or right to make any structural changes to the garages, repairs to the supporting steel or supporting concrete components of the Garages or any major alteration or additions to the Garages without the County's prior written approval, unless emergency repairs are required to prevent damage to life or property.
14. The Contractor must cooperate with the County or its other contractors to perform repair, rehabilitation, or restoration work within the Garages, as directed by the County, and provide reasonable space for the construction work zone and storage of the other contractors' materials and the execution of the other contractors' work.
15. The Contractor must submit to the County's project officer, on a monthly basis, a written report of the physical condition of each of the Garages. The report must set forth all alterations, damage, or destruction to the Garages of a material nature (having a detrimental impact on the user experience with the Garage) that was discovered by the Contractor during the preceding month, any repairs that the Contractor recommends, and suggested timing of such repairs. This reporting obligation is provided solely from the Contractor's perspective as an operator of automobile parking facilities.
16. During an emergency or other situation, such as special events taking place in buildings associated with the Garages, impacts from construction, or equipment malfunction, the Contractor must alert the County's project officer of the need for additional services that other contractors provide (such as cleaning, maintenance, and/or security services).
17. The Contractor must place and remove signs as it deems necessary for the control of pedestrian and vehicular traffic in the Garages and in compliance with applicable laws and ordinances regarding sign placement. No other sign, including advertising, may be placed in or on the Garages by the Contractor without the prior written approval of the County's project officer.
18. The Contractor must provide 24/7 remote call center (brand name, Sphere Remote) services to all Garages which must allow the Contractor to remotely monitor the Garages from the Contractor's off-site call center to assist parking customers with their use of the Garages and to provide other basic customer service support. The service must provide comprehensive 24/7 coverage to all lanes of the Garages. The Contractor must cover the costs and charges required to integrate equipment intercoms into the customer assistance command center.
19. The Contractor must, at County's direction, accommodate the installation and use by

customers of electric vehicle (EV) charging stations at parking spaces, including any necessary signage and marking changes. The Contractor is not expected to operate or maintain EV equipment.

20. Alternatively, at the County's request, the Contractor must manage EV charging stations at the Garages from the procurement process through installation and performance. The Contractor must coordinate marketing and outreach and handle routine maintenance and cleaning. The Contractor must provide these services as part of the County's base management fee. Any repairs or maintenance outside of the warranty period requiring the vendor/service provider must be reimbursable.
 - a. The Contractor must manage the process of procurement and installation of EV chargers under this contract if requested by the County, and at no additional cost, but the management fee does not include the cost of equipment, any civil work needed, or the physical installation itself.
 - b. The Contractor must utilize its cloud software platform that automates remote monitoring, power management (important in areas with utility demand charges), rate management, and data reporting. The Contractor must prioritize integration with its seamless access charging, parking, and payment experience with camera functionality.
 - c. At the County's request, the Contractor must prepare an EV marketing plan associated with the implementation of EV Chargers at no additional cost. Any materials requiring production, however (eg: signage), are considered reimbursable expenses.
 - d. The Contractor must provide routine maintenance of this equipment at no additional cost, including cleaning/inspection, and resolution of any minor issues which can be addressed without help from the vendor/service provider. These services must be included in the Contractor's management fee. The Contractor must notify the County of any maintenance requiring the vendor/service provider and coordinate repairs. Services performed by the vendor/service provider are considered reimbursable expenses.
 - e. The Contractor must work with the vendor and support any subsequent analytics requests by the County. As a provider is sourced, the Contractor must work in concert to provide routine analysis and reporting associated with EV units.

B. BALLSTON GARAGE

General:

1. The County and May Centers, Inc. have together and separately entered into several written contracts regarding the designation of parking spaces and the operations of the Ballston Garage - see Attachment A. The Contractor must operate and manage the Ballston Garage in accordance with the terms of those contracts. Notwithstanding the foregoing, the County reserves the right, in its sole discretion, to make any adjustments in the parking rates and allocation of parking spaces, except to the extent that the County will specifically delegate such responsibilities to the Contractor by notice in writing.
2. For purposes of this scope of work, the maintenance of the Ballston Garage includes a bank of four elevators and associated elevator lobbies on Levels 1 through 8 and access stairwells on Levels 1 through 8, all of which must be maintained by the Contractor.
3. Stairwells that serve the mall levels directly and stairwells contained within the IcePlex, elevators contained within the IcePlex and the Ballston Common Mall, the N. Randolph St. elevator from the sidewalk to the IcePlex, and entrance lobbies within the Garage not associated with the elevators are all maintained by others and are not a part of this scope of work.

4. Parking validation, which currently exists in the form of stickers for purchase, must be made available by the Contractor to businesses in the Ballston Common Mall, Glebe Office Building, Wilson Office Building and Kettler IcePlex, and to other nearby businesses in the Ballston area. Validation must be sold for the same rate as the time interval being validated. The form and method of validation may change at the County's discretion.
5. Except to the extent that monthly parking permits must be issued as provided below under Monthly Parking, the Contractor must operate the Ballston Garage in a manner designed to encourage general public hourly parking. The current parking rates as established by the County are specified in Attachment B – Garage Current Rates.

Hours of Operation and Staffing Requirements:

1. The Contractor must ensure the Ballston Garage is open for business every day, 24 hours each day.
2. The Contractor must provide staffing of the Ballston Garage and must always have on duty at least one customer service representative. This person must be responsible for collecting payments as needed.
3. The Contractor must staff a shift supervisor or manager on duty in the Ballston Garage from 6:00 A.M. until midnight each day.

Reserved Spaces:

1. The Contractor must be responsible for maintaining reserved space or reserved permit allocations as directed by the County.
2. The Contractor must provide monthly parking permits for those reserved spaces.
3. The monthly permits for reserved spaces/reserved permits must be at the same rates and terms as those rented to the general public.
4. The Contractor must track all revenues from reserved space/reserved permit agreements so that they can be accounted for separately from other portions of Ballston Garage revenue. The Contractor must provide an accounting of revenue from reserved spaces/reserved permits as part of the required monthly statement.
5. The Contractor may only change the number, allocation, and location of reserved spaces/reserved permits with prior written approval by the County.
7. The Contractor must maintain 125 reserved spaces on Level 8 of the Garage for monthly permits allocated to the Washington Capitals professional hockey organization, unless otherwise directed in writing by the County.

Monthly Parking:

1. The Contractor must provide monthly parking permits in accordance with the parking space allocations described above.
2. If reserved allocations are not fully utilized for monthly parking, the Contractor may rent remaining spaces to the general public on a month-to-month, first-come, first-served basis.
3. The Contractor must charge in advance for the monthly permits at the rates listed in the approved rate schedule for the Garage.

Security Services:

1. The Contractor must provide security services for the Ballston Garage inclusive of those stairwells, elevators, and elevator lobbies that are part of Ballston Garage.

2. The Contractor must provide the security services under a subcontract arrangement with a Virginia-certified security company 24 hours per day, 7 days per week. At the County's discretion, hours may be modified on holidays.
3. The Contractor's security responsibilities will include, but not be limited to, the administrative oversight of a guard tour watch clock system (including review and approval of invoiced security services) and a specially marked motorized security vehicle for patrols. The guard tour watch clock patrol system should have 50 checkpoints, and the Contractor must maintain a police emergency alarm system consisting of 48 alarm stations and an annunciator panel located in the Ballston Garage management office.
4. The County will provide one vehicle for security monitoring and one rider-sweeper for the Ballston Garage. The security vehicle and the rider-sweeper must remain the property of the County, to be maintained by the Contractor while in the Contractor's possession and surrendered by the Contractor upon the expiration or termination of the contract.
5. The Contractor must operate and maintain security cameras as part of the security services for the Ballston Garage. The monthly fees associated with subscription for operation of these cameras are reimbursable expenses.

Customer Service:

The Contractor's customer service at the Ballston Garage must include emergency assistance, such as jump starts, tire inflation, spare tire installation, lock-out assistance, help in locating lost vehicles, assisting customers who run out of gas, and arranging towing.

Maintenance:

The Contractor must perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

Potential Ballston Garage Automation:

If the County chooses to convert the Ballston Garage to a fully automated payment system with no in-person cashiering services, the Contractor must adjust its staffing and operations to match the needs of the new service approach.

Signage:

During the first three months of contract operations, the Contractor must provide at no cost to the County a signage design package for the Ballston Garage. If the County requests that the Contractor implement such package, the Contractor must do so, but production and installation costs are reimbursable expenses.

C. LUBBER RUN COMMUNITY CENTER (LRCC) GARAGE

General:

1. The Contractor must not maintain reserved parking spaces at the LRCC Garage.
2. The Contractor must not maintain monthly parking at the LRCC Garage.
3. When the community center closes, a rolling security gate at the entrance comes down and the Contractor must only make the Garage available to County staff using County-issued access cards or fobs.
4. The County will maintain the stairwells at the LRCC Garage.

Hours of Operation and Staffing Requirements:

The Contractor must open the LRCC Garage for business seven days per week. The hours of operation of the Garage must be as follows:

1. Monday through Friday: 7:00 A.M. -10:00 P.M.
2. Saturday: 8:00 A.M. -8:00 P.M.
3. Sunday: 11:00 A.M. –7:00 P.M.
4. The Contractor must provide staffing by a customer service representative at the LRCC Garage between 10:00 A.M. and 3:00 P.M., Monday through Friday.
5. While at the LRCC Garage, the customer service representative must be responsible for ensuring the Garage is operational, which includes, but is not limited to, the following duties: (1) monitoring garage access equipment; (2) setting door timers; (3) conducting walk-through inspections and (4) assisting customers with parking-related issues (e.g. flat tire, dead car battery, lost ticket).

Security Services:

The Arlington County Police are responsible for the security of the LRCC Garage. Security services at this location must not be a part of the scope, but the Contractor may be required to coordinate and communicate with Arlington County Police from time to time.

Customer Service:

When the customer service representative is not onsite, the Contractor's staff must use the intercom located at the access gates to provide customer assistance when needed.

Maintenance:

The Contractor must perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

D. ARLINGTON MILL COMMUNITY CENTER (AMCC) GARAGE

General:

1. The County and Arlington Mill Limited Partnership have entered into a separate written agreement regarding the operation of the AMCC Garage, see Attachment D. The Contractor must operate and manage the AMCC Garage in accordance with the terms of that agreement and must perform all obligations of the County under that agreement.
2. The County and Arlington Mill Limited Partnership have agreed to provide 138 spaces for the residents of the Arlington Mill Residences, an apartment building attached to the Community Center, and 140 spaces for public parking. The 138 parking spaces for the residents of the Arlington Mill Residences must be managed by others outside of this scope. The Contractor must manage the 140 public parking spaces as well as 16 visitor spaces owned by Arlington Mill Residences.
3. Of the 140 public spaces, 8 are reserved for hybrid vehicles and 8 are reserved for carpools.
4. The County must maintain the stairwells and elevators associated with the AMCC Garage.

Hours of Operation and Staffing Requirements:

1. The Contractor must operate the AMCC Garage during the following hours:
 - a. Monday through Thursday: 7:00 A.M. – 10:00 P.M.
 - b. Friday: 7 A.M. – Midnight
 - c. Saturday: 8:00 A.M. – 8:00 P.M.
 - d. Sunday: 1:00 P.M. – 9:00 P.M.
2. Unless directed by the County otherwise, the Contractor must provide a customer

service representative at the AMCC Garage for the following hours:

- a. Monday through Friday 8:00 A.M. - 4:00 P.M.
 - b. Saturday and Sunday 8:00 A.M. – Noon
3. While at the AMCC Garage, the customer service representative must be responsible for ensuring the Garage is operational which includes, but is not limited to, the following duties: (1) monitoring garage access equipment; (2) setting door timers; (3) conducting walk-through inspections and (4) assisting customers with parking-related issues (e.g. flat tire, dead car battery, lost ticket).
 4. The Contractor must issue monthly parking permits to residents of the surrounding neighborhood who chose to purchase a permit. The permits are valid for the period of 6:00 P.M. – 9:00 A.M. in 50 public spaces. Hours for use by local residents are subject to change by the County.
 5. In addition, residents of the surrounding neighborhood may purchase pre-paid access cards to park overnight on an occasional basis. The Contractor must manage the monthly permits and access cards.

Security Services:

Arlington County Police are responsible for the security of the AMCC Garage. Security services at this location are not a part of the scope, but the Contractor may be required to coordinate and communicate with Arlington County Police from time to time.

Customer Service:

1. When the customer service representative is not onsite, the Contractor's staff must use the intercom located at the access gates to provide customer assistance when needed.
2. If parking access revenue control systems (PARCS) becomes inoperable and without a functional means of egress and ingress for vehicles, then the Contractor must notify the project officer by email and phone call upon discovery of the malfunctioned equipment. If the building cannot be secured as a result of the malfunction, and the Arlington Mill Community Center is closed, then the Contractor must provide a staff member to remain on the premises.

Maintenance:

The Contractor must perform the maintenance activities in Attachment C, which provides both a minimal and desired frequency level for each Garage and each maintenance function.

E. STAFF AND SUBCONTRACTORS

1. The Contractor must provide the staffing coverage outlined in Exhibit J. At the County's discretion, the Contractor must also provide staffing coverage outlined in Exhibit J for the optional implementation of the Ballston Garage automation.
2. The Contractor must retain such employees and independent contractors as are necessary and appropriate for the performance of the Contractor's duties and obligations under the scope of work.
3. The Contractor must assign a facilities manager to oversee operations at all Garages, to be direct liaison with the project officer, to be delegated review and signatory authority for all Contractor invoices, and to coordinate and manage all staff working under this contract.
4. The Contractor must not, without the County's prior approval, enter into any subcontract agreement that has a term of more than one year or that cannot be terminated by the Contractor at any time upon 30 calendar days' notice.
5. During working hours all cashiers, customer service representatives, and maintenance

employees, other than office personnel, must wear neat and clean uniforms free from visible stains, wrinkles, discolorations, and odors.

F. OPERATIONS AND MANAGEMENT COSTS

1. The set monthly fee must include expenses incurred by the Contractor for operating and managing each Garage.
2. The operations and management costs must include the costs of payroll, payroll taxes, payroll-related insurance and employee welfare costs; permit and license fees, if any; compliance with all legal and certification requirements; subcontracted security services; maintenance activities and condition monitoring for Garage facilities; refuse removal; pest management; insurance and amounts payable by the Contractor under any deductible provision and losses in excess of insurance coverage; business professional occupational license taxes of the Contractor; any costs incurred in the Contractor's central office or otherwise off-site; SphereIQ Dashboard, SphereIQ Analytics, Sphere Remote and Sphere Remote Integration; consulting services; marketing; sign package design; fire protection services; accounting fees; data processing; EV system oversight and routine maintenance (if applicable and by project officer authorization); removal of nested parking area equipment upon request by the County; and payments in lieu of taxes.
3. The Contractor must not include reimbursable costs as outlined in the next section in operations and management costs.
4. The Contractor must not include the expenses of the County, such as lease payments, depreciation of the Garage facilities, or income or franchise taxes that the Contractor is required to pay in order to operate its business, in operations and management costs. The County will be responsible for the costs pertaining to electricity, water and real estate taxes at all Garages.

G. REIMBURSABLE COSTS

The following services are not included in operations and management costs and are considered reimbursable to the Contractor. The Contractor will be reimbursed at actual costs as demonstrated by acceptable back-up documentation, such as invoices, receipts, or statements that provide the vendor information, type of expense, timeframe of the expense, and amount of expense.

The Contractor must prepare a budget estimate for reimbursable costs for each Garage on an annual basis for each fiscal year. The Contractor must submit the budget estimate for reimbursable costs to the County's project officer upon request or no later than November 1 of the preceding fiscal year, in a format agreed to by the County.

Items and services considered reimbursable costs include but are not limited to:

1. Supplies and Equipment – Supplies and equipment that are necessary for the Contractor to perform the contract must be purchased by the Contractor. Supplies and equipment include uniforms, although purchases of uniforms will only be authorized by the project officer upon receipt of multiple quotes with a cost proposal. All supplies and equipment will become the property of the County and must be surrendered to the County upon the expiration or termination of the contract.
2. Credit card processing – routine direct expenses associated with compliance with governmental laws, regulations and payment card industry standards and banking and credit card system services.

3. Repairs – The Contractor must be responsible for performing minor repairs of the Garages and repairs of Garage equipment, including, without limitation: repair of all surface conditions, painting, pavement striping, scraping, patching, resurfacing, water leaks, elevator repairs, light fixtures, and relamping.

The Contractor must provide to the County as part of the Monthly Statement written documentation of all relamping of overhead deck lighting, including but not limited to records of lamp life.

The Contractor must be responsible for repair of the security vehicle and the rider-sweeper at the Ballston Garage while they are in the Contractor's possession, and these costs are considered reimbursable costs.

The Contractor must notify the County's project officer when a repair need is observed by the Contractor. The Contractor must submit a cost estimate as well as a justification for the repair. The Contractor must not proceed with repair services until approval has been received in writing from the County's project officer. During improvement projects or repairs to any Garage, as well as construction in adjacent buildings connected to any Garage, the Contractor must coordinate the Garage maintenance and improvements with the County, general contractor, construction management firm, and design engineer.

Repairs of a structural nature are not a part of the scope of work and are therefore not reimbursable costs; however, the Contractor must notify the County's project officer if such a repair appears to be necessary so that the County's project officer may coordinate with others to address the need appropriately. This reporting obligation is solely the Contractor's perspective as an operator of automobile parking facilities.

4. System Replacements and Upgrades – The Contractor must obtain the County's project officer written approval before providing replacements or upgrades of parking access and revenue control equipment and associated software systems. Contractor provided replacements or upgrades will be reimbursable expenses. The Contractor must submit multiple quotes for such replacements or upgrades for County consideration. As these expenses are not annual, they will not be included in annual reimbursable cost budgets required of the Contractor, but rather be documented and discussed separately as needed.
5. Emergency Expenses – If an expense is necessitated by an emergency situation that does not permit the Contractor to obtain the prior written approval of the County and that is not provided for explicitly under the operations and management costs or reimbursable costs, the Contractor must notify the County of the existence of the emergency, if possible, and obtain the County's oral approval of the expense. If such notice is not possible or practical because of the exigency of the situation, the Contractor may incur reasonable expenses to alleviate the emergency and such expenses must be deemed approved by the County. For emergency expenses above \$1000, the Contractor must submit a written justification to the County within 72 hours after the emergency expenses were incurred. An emergency situation exists when the safety, health or welfare of the public is vitally affected by a breakdown in machinery or threatened termination of essential services or by the development of a dangerous condition at a Garage.

6. Snow Removal – The Contractor must work with the County’s project officer to determine the appropriate level of snow removal services needed for each snow event.
7. Telephone, Internet, Intercom, Camera – The Contractor must submit any costs for telephone lines, internet, intercom services, and security camera services to the County as reimbursable costs.
8. Signage updates (production and installation) – A signage update proposal must be included in the base scope of work under the management fee, however, execution on an approvable proposal is outside the base management fee and considered a reimbursable cost, to be approved by project officer prior to implementation.
9. EV system major repairs – If the Contractor is engaged under this contract to procure and manage installation of EV equipment, major, non-routine repairs of such equipment may be managed by the Contractor but would be reimbursable expenses with prior written approval by the project officer.

H. GARAGE REVENUE

1. The Contractor must be the Merchant of Record (“MOR”) for Garage Revenue. The Contractor must collect all Garage Revenue and deposit it into a federally-insured bank account maintained by the Contractor. “Garage Revenue” shall mean all receipts earned and collected by the Contractor for the parking and storage of motor vehicles at the Garages, whether on an hourly, daily, weekly, or monthly basis.
2. All Garage Revenue shall be paid to the County concurrently with delivery of the Monthly Statement (as defined below), The following are subtracted from Garage Revenue: (i) any refunds, discounts and allowances made by the Contractor to its customers, (ii) credit card, debit card, electronic funds transfer or other payment processing fees (“Payment Processing Fees”), and (iii) fees for use of customer-facing technology solutions including, without limitation, Sphere Commerce™ or Parking.com, if use of such applications is authorized by the project officer.
3. The Contractor must take full responsibility for PCI DSS and FACTA compliance and processing of transactions.
4. The Contractor must prepare a report of revenues collected each day and of the deposits of those revenues in the depository account and make such reports available to the project officer upon request. The Contractor’s facilities manager must review and approve each report and provide evidence of such review to the project officer and confirmation of reconciliation between the cash received and the cash deposits to the bank account via signature or electronically. The Contractor must provide a copy of the report attached to an e-mail to the project officer.
5. A point-of-sale system must be in place in all locations where cash transactions are executed.
6. The Contractor must employ financial processing and funds handling controls sufficient to safeguard all revenue collected. The Contractor must provide the County with its funds handling policy. The Contractor’s funds handling policy must meet the requirements of the County’s funds handling policy, provided in Attachment E.

I. COLLECTION SERVICES

1. The Contractor must use diligent efforts, including the use of collection agencies, to collect all Garage Revenue at all Garages.
2. The Contractor must verify that Garage revenue is being paid when due and must provide the

County on a monthly basis with a listing of those persons or entities who are 60 calendar days or more delinquent, accompanied by a status report indicating all collection efforts made by the Contractor.

3. If the Contractor believes that legal action against any person or entity is necessary for the collection of past-due Garage Revenue, the Contractor must make a recommendation to the County no later than 90 calendar days after the date of the delinquency. The Contractor must not initiate any legal action without the prior written consent of the County.
4. The Contractor must notify the County, in writing, of any disputes with Garage users that cannot be readily resolved by the Contractor, within 60 calendar days after the date of the original dispute.

J. EXPENSE AND REVENUE STATEMENTS

1. Weekly Statement: By Thursday of each week, the Contractor must, for each Garage, transmit a statement to designated County staff summarizing the prior week's parking revenue transactions and total revenue received. The format of this weekly report will be specified by the County.
2. Monthly Statement: Within 15 calendar days after the expiration of each calendar month during the Contract Term, the Contractor must deliver to the County a written statement ("Monthly Statement"), certified as full, complete, and accurate by the Contractor, setting forth by Garage all Garage Revenue collected and operating expenses paid during the prior calendar month, including any expenses subtracted from Garage Revenue before Garage Revenue is paid to the County. The format for packaging the submittal of required Monthly Statement information will be determined by Arlington County and may be adjusted from time to time at the discretion of the Project Officer and include, without limitation:
 - a. A summary of all revenues collected (sorted by classes of users) and expenses subtracted from revenues before payment to the County, listed by type of expense
 - b. A reconciliation of parking system reported revenues with those reflected in the Contractor's bank statement for the month, including any explanation of discrepancies between parking system reports and the Contractor's bank statement
 - c. Photocopies of all invoices, vouchers, statements, purchase orders, and billings received and paid during such preceding month
 - d. Hourly parking occupancy by day, vehicle duration of stay summarized by hour (<1 hour, 1-2 hours, 2-3 hours, etc.), and average duration by day
 - e. All expenses paid and, if any payments were not made, the reason for nonpayment
 - f. All other information required by this scope of work and other information relating to the operation of the Garages that the Contractor reasonably believe requires the County's attention
3. Annual Statement: Yearly, on or before August 31, for each Garage, the Contractor must deliver to the County a written statement ("Annual Statement") summarizing the Monthly Statements for the last Accounting Period (the twelve-month period starting on July 1 and ending on June 30 of the subsequent year); or with respect to the first such Annual Statement, for the period between the commencement of the Contract Term and the first June 30 during the Contract Term; or with respect to the last Annual Statement, for the period between the last June 30 during the Contract Term and the last day of the Contract Term.
4. For the Ballston Garage, revenues and expenses associated with Level 8 and with any established reserved space/permit agreement must be reported separately from revenues and expenses associated with Levels 1-7 on Monthly and Annual Statements.

K. BOOKS AND RECORDS

The Contractor must keep separate electronic files, books, and records for each garage, which must be in a form such that all information contained in the Monthly Statements and Annual Statements may be determined from the books and records.

L. DATA MANAGEMENT SYSTEMS

1. **Compliance Audit Management System ("CAMS")**: The Contractor must use its CAMS comprehensive platform that tracks Parking Compliance Assessments, Control Self-Assessment, and Transportation Control Self-Assessment. CAMS must provide a standardized approach for each type of assessment, improve the process through an efficient workflow, track the progress of assessment remediation, and offer reporting for all stakeholders. A copy of each audit must be shared with the project officer promptly upon completion.
2. **Sphere IQ Dashboard**: Through integration with on-site technologies, data must funnel into the Contactor's Sphere iQ™ platform and distill into actionable reports that drive asset efficiencies through a client-facing dashboard that allows the project officer to see and pull daily metrics without waiting for a month-end report. The dashboard must display revenues, volumes, occupancies, accounts receivable, Sphere Remote data, and logs.
3. **Sphere IQ Analytics**: Through the integration above and other data the Contractor must perform the following analyses: Labor, Market, Inventory, Rate, Op Ex, Sphere Remote. These items must be reviewed with the Project Officer, at minimum, quarterly.
4. **Accounts Receivable/Receivable Management System: ("CARS/RM")** the Contractor's proprietary CARS/RM must allow the County insight into a multitude of customer reporting, lease abstract integration, and other functionality. All data and reporting from this system must be readily available to the project officer. The Contractor must work with the project officer to determine the desired reporting package to be provided.

M. PERFORMANCE METRICS

1. The Contractor must adhere to the tables in Exhibit D Performance Metrics AC covering the following initial topics and timeframes. At the County's discretion, the County and the Contractor may mutually modify the measures.
2. The Contractor must provide monthly all performance metric reporting as a part of the monthly statement submission, unless otherwise specified by the County.
3. **Administration**
The Contractor must provide the project officer the following administration documentation by mutually agreed due dates:
 - a. Monthly Parking Card Audit
 - b. Validations Coupon Books Reconciliation
 - c. Deactivation list submitted to client for approval
 - d. Aged Receivable calls made to past due accounts
 - e. Variance Report submitted Facility Appearance / Inspection
4. **Operations**
The Contractor must provide the project officer the following operation performance measures information pursuant to Exhibit D Performance Metrics AC:
 - a. Monthly Parking AR - 5% or less of total billing by the 15th of each month
 - b. Monthly Parking Aged Receivable is \$0 by the 30th calendar day
 - c. Parking Access Systems Operational (service calls)

- d. Elevator Systems Operational (service calls)
- e. Mystery Shopper Review
- f. Garage Staffing Optimization through Sphere IQ

Exhibit B Contract Pricing

Item No.	Item Description	QTY	Unit of Measure	Unit Price	Total Price
	Operations and Management Base Pricing				
1	Annual Charge inclusive of Overhead and Profit, Ballston Garage	1	Each	\$1,410,829.06	\$1,410,829.06
2	Annual Charge inclusive of Overhead and Profit, AMCC Garage	1	Each	\$154,858.03	\$154,858.03
3	Annual Charge inclusive of Overhead and Profit, Lubber Run Garage	1	Each	\$130,000.89	\$130,000.89
				Total:	\$1,695,687.98
	Operations and Management Alternative Pricing, Ballston Garage Automation				
4	Annual Charge inclusive of Overhead and Profit	1	Each	\$988,630.25	\$988,630.25
5	One-time cost associated with conversion, if applicable	1	Each		\$0.00
				Total:	\$988,630.25

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D

LIVING WAGE QUARTERLY COMPLIANCE REPORT

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

Quarter: Year:

Company Name:

Contract Number: Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature Date

Operations

[illegible]

Prior Period/No Data indicator

A + in the cell indicates an improvement in performance from the prior month.
A - in the cell indicates a decline in performance from the prior month.
A blank in the cell indicates consistent performance from the prior month.

+
-

Administrative

Monthly Parking Card Audit Submitted by due date	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Validations Coupon Books Reconciliation submitted by due date	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Deactivation list submitted to client for approval by due date	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Aged Receivable calls made to past due accounts by due date	Completed by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Variance Report submitted to Project Officer by due date	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Rate Survey Updated Monthly	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late
Facility Appearance / Inspection submitted by due date	Submitted by deadline	Submitted 1-2 days late	Submitted 3 or more days late

Operations

Ticket Loss	Loss is less than 1%	Loss is 1% - 3%	Loss is greater than 3%
Monthly Parking Aged Receivable - 5% or less of total billing by 15th	Balance is less than 5%	Balance is 5 - 15%	Balance is greater than 15%
Monthly Parking Aged Receivable is \$0 by 30th calendar day	Balance is less than 5%	Balance is 5 - 15%	Balance is greater than 15%
Parking Access Systems Operational (service calls)	0 service calls	1 - 3 service calls	Greater than 3 service calls
Elevator Systems Operational (service calls)	0 service calls	1 - 3 service calls	Greater than 3 service calls
Mystery Shopper Review	All scores are 95 or greater	Any score of 90 - 95	Any score of less than 90
Garage Staffing Optimization through Sphere IQ	Complete	Pass/Fail	Incomplete

Arlington County Portfolio –Proposed Management Allocations

Ballston Garage - Full Staffing									
Title	Allocation	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours/Week
Senior Manager	10.0%	0.8	0.8	0.8	0.8	0.8	0	0	4
Facility Manager	75.0%	6	6	6	6	6	0	0	30
Bookkeeper/AFM	75.0%	6	6	6	0	0	6	6	30
Lubber Run Community Center									
Title	Allocation	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours/Week
Senior Manager	2.5%	0.2	0.2	0.2	0.2	0.2	0	0	1
Facility Manager	12.5%	1	1	1	1	1	0	0	5
Night Manager	10.0%	0.6	0.6	0.6	0.6	0.6	0.6	0.6	4
Bookkeeper/AFM	12.5%	1	1	1	0	0	1	1	5
Arlington Mill Community Center									
Title	Allocation	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours/Week
Senior Manager	2.5%	0.2	0.2	0.2	0.2	0.2	0	0	1
Facility Manager	12.5%	1	1	1	1	1	0	0	5
Night Manager	10.0%	0.6	0.6	0.6	0.6	0.6	0.6	0.6	4
Bookkeeper/AFM	12.5%	1	1	1	0	0	1	1	5
Arlington County Garages - Consolidated Staffing									
Title	Allocation	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours/Week
Senior Manager	15.0%	1.2	1.2	1.2	1.2	1.2	0	0	6
Facility Manager	100.0%	8	8	8	8	8	0	0	40
Night Manager	20.0%	1.1	1.1	1.1	1.1	1.1	1.1	1.1	8
Bookkeeper/AFM	100.0%	8	8	8	0	0	8	8	40
Total Weekly Hours									94

94 weekly hours of management personnel

Arlington County – Consolidated Hourly Personnel Staffing (All garages) - Each below cell indicates volume of staff per hour, per position

Arlington County Garages - Consolidated Staffing																											
Cashier / CSR									Garage Porters									Supervisors									
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	
0:00	1	1	1	1	1	1	2	2	9	0:00	1	1	1	1	1	1	1	7	0:00	0	0	0	0	0	0	0	0
1:00	1	1	1	1	1	1	2	2	9	1:00	1	1	1	1	1	1	1	7	1:00	0	0	0	0	0	0	0	0
2:00	1	1	1	1	1	1	1	1	7	2:00	1	1	1	1	1	1	1	7	2:00	0	0	0	0	0	0	0	0
3:00	1	1	1	1	1	1	1	1	7	3:00	1	1	1	1	1	1	1	7	3:00	0	0	0	0	0	0	0	0
4:00	1	1	1	1	1	1	1	1	7	4:00	1	1	1	1	1	1	1	7	4:00	0	0	0	0	0	0	0	0
5:00	1	1	1	1	1	1	1	1	7	5:00	1	1	1	1	1	1	1	7	5:00	0	0	0	0	0	0	0	0
6:00	1	1	1	1	1	1	1	1	7	6:00	1	1	1	1	1	1	1	7	6:00	1	1	1	1	1	1	1	7
7:00	3	3	3	3	3	3	3	21	7:00	0	0	0	0	0	0	0	0	0	7:00	1	1	1	1	1	1	1	7
8:00	4	4	4	4	4	4	4	28	8:00	1	1	1	1	1	0	0	5	8:00	1	1	1	1	1	1	1	7	
9:00	4	4	4	4	4	4	4	28	9:00	1	1	1	1	1	0	0	5	9:00	1	1	1	1	1	1	1	7	
10:00	5	5	5	5	5	4	4	33	10:00	1	1	1	1	1	0	0	5	10:00	1	1	1	1	1	1	1	7	
11:00	6	6	6	6	6	5	5	40	11:00	1	1	1	1	1	0	0	5	11:00	1	1	1	1	1	1	1	7	
12:00	6	6	6	6	6	4	4	38	12:00	0	0	0	0	0	0	0	0	12:00	1	1	1	1	1	1	1	7	
13:00	6	6	6	6	6	4	4	38	13:00	0	0	0	0	0	0	0	0	13:00	1	1	1	1	1	1	1	7	
14:00	6	6	6	6	6	4	4	38	14:00	0	0	0	0	0	0	0	0	14:00	1	1	1	1	1	1	1	7	
15:00	5	5	5	5	5	4	4	33	15:00	1	1	1	1	1	1	1	7	15:00	1	1	1	1	1	1	1	7	
16:00	4	4	4	4	4	4	4	28	16:00	1	1	1	1	1	1	1	7	16:00	1	1	1	1	1	1	1	7	
17:00	3	3	3	3	3	3	3	21	17:00	1	1	1	1	1	1	1	7	17:00	1	1	1	1	1	1	1	7	
18:00	3	3	3	3	3	3	3	21	18:00	1	1	1	1	1	1	1	7	18:00	1	1	1	1	1	1	1	7	
19:00	3	3	3	3	3	3	3	21	19:00	1	1	1	1	1	1	1	7	19:00	1	1	1	1	1	1	1	7	
20:00	3	3	3	3	3	3	3	21	20:00	1	1	1	1	1	1	1	7	20:00	1	1	1	1	1	1	1	7	
21:00	3	3	3	3	3	3	3	21	21:00	1	1	1	1	1	1	1	7	21:00	1	1	1	1	1	1	1	7	
22:00	3	3	3	3	3	3	3	21	22:00	1	1	1	1	1	1	1	7	22:00	1	1	1	1	1	1	1	7	
23:00	1	1	1	1	2	2	2	10	23:00	1	1	1	1	1	1	1	7	23:00	1	1	1	1	1	1	1	7	
Total	75	75	75	75	76	69	69	514	Total	20	20	20	20	20	16	16	132	Total	18	18	18	18	18	18	18	126	

772 Total Hours per week for hourly personnel – staffed hours include supervisors, porters, cashiers and customer service representatives. Red cells indicate period’s of unmanned operations.

Lubber Run Community Center																										
CSR - LRCC									Garage Porter - LRCC									Hourly Total - LRCC								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
0:00	0	0	0	0	0	0	0	0	0:00	0	0	0	0	0	0	0	0	0:00	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	1:00	0	0	0	0	0	0	0	0	1:00	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	2:00	0	0	0	0	0	0	0	0	2:00	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	3:00	0	0	0	0	0	0	0	0	3:00	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	4:00	0	0	0	0	0	0	0	0	4:00	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	5:00	0	0	0	0	0	0	0	0	5:00	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	6:00	0	0	0	0	0	0	0	0	6:00	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	7:00	0	0	0	0	0	0	0	0	7:00	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	8:00	1	1	1	1	1	0	0	5	8:00	1	1	1	1	1	0	0	5
9:00	0	0	0	0	0	0	0	0	9:00	1	1	1	1	1	0	0	5	9:00	1	1	1	1	1	0	0	5
10:00	1	1	1	1	1	0	0	5	10:00	0	0	0	0	0	0	0	0	10:00	1	1	1	1	1	0	0	5
11:00	1	1	1	1	1	0	0	5	11:00	0	0	0	0	0	0	0	0	11:00	1	1	1	1	1	0	0	5
12:00	1	1	1	1	1	0	0	5	12:00	0	0	0	0	0	0	0	0	12:00	1	1	1	1	1	0	0	5
13:00	1	1	1	1	1	0	0	5	13:00	0	0	0	0	0	0	0	0	13:00	1	1	1	1	1	0	0	5
14:00	1	1	1	1	1	0	0	5	14:00	0	0	0	0	0	0	0	0	14:00	1	1	1	1	1	0	0	5
15:00	0	0	0	0	0	0	0	0	15:00	0	0	0	0	0	0	0	0	15:00	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	16:00	0	0	0	0	0	0	0	0	16:00	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	17:00	0	0	0	0	0	0	0	0	17:00	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	18:00	0	0	0	0	0	0	0	0	18:00	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	19:00	0	0	0	0	0	0	0	0	19:00	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	20:00	0	0	0	0	0	0	0	0	20:00	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	21:00	0	0	0	0	0	0	0	0	21:00	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	22:00	0	0	0	0	0	0	0	0	22:00	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	23:00	0	0	0	0	0	0	0	0	23:00	0	0	0	0	0	0	0	0
Total	5	5	5	5	5	0	0	25	Total	2	2	2	2	2	0	0	10	Total	7	7	7	7	7	0	0	35

** LRCC - RFP required staffing M-F 10a-3p **

Arlington Mill Community Center																										
CSR - AMCC									Garage Porter - AMCC									Hourly Total - AMCC								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
0:00	0	0	0	0	0	0	0	0	0:00	0	0	0	0	0	0	0	0	0:00	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	1:00	0	0	0	0	0	0	0	0	1:00	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	2:00	0	0	0	0	0	0	0	0	2:00	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	3:00	0	0	0	0	0	0	0	0	3:00	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	4:00	0	0	0	0	0	0	0	0	4:00	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	5:00	0	0	0	0	0	0	0	0	5:00	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	6:00	0	0	0	0	0	0	0	0	6:00	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	7:00	0	0	0	0	0	0	0	0	7:00	0	0	0	0	0	0	0	0
8:00	1	1	1	1	1	1	1	7	8:00	0	0	0	0	0	0	0	0	8:00	1	1	1	1	1	1	1	7
9:00	1	1	1	1	1	1	1	7	9:00	0	0	0	0	0	0	0	0	9:00	1	1	1	1	1	1	1	7
10:00	1	1	1	1	1	1	1	7	10:00	1	1	1	1	1	0	0	5	10:00	2	2	2	2	2	1	1	12
11:00	1	1	1	1	1	1	1	7	11:00	1	1	1	1	1	0	0	5	11:00	2	2	2	2	2	1	1	12
12:00	1	1	1	1	1	0	0	5	12:00	0	0	0	0	0	0	0	0	12:00	1	1	1	1	1	0	0	5
13:00	1	1	1	1	1	0	0	5	13:00	0	0	0	0	0	0	0	0	13:00	1	1	1	1	1	0	0	5
14:00	1	1	1	1	1	0	0	5	14:00	0	0	0	0	0	0	0	0	14:00	1	1	1	1	1	0	0	5
15:00	1	1	1	1	1	0	0	5	15:00	0	0	0	0	0	0	0	0	15:00	1	1	1	1	1	0	0	5
16:00	0	0	0	0	0	0	0	0	16:00	0	0	0	0	0	0	0	0	16:00	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	17:00	0	0	0	0	0	0	0	0	17:00	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	18:00	0	0	0	0	0	0	0	0	18:00	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	19:00	0	0	0	0	0	0	0	0	19:00	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	20:00	0	0	0	0	0	0	0	0	20:00	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	21:00	0	0	0	0	0	0	0	0	21:00	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	22:00	0	0	0	0	0	0	0	0	22:00	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	23:00	0	0	0	0	0	0	0	0	23:00	0	0	0	0	0	0	0	0
Total	8	8	8	8	8	4	4	48	Total	2	2	2	2	2	0	0	10	Total	10	10	10	10	10	4	4	58

** AMCC - RFP required staffing Mon-Fri 8a - 4p, Sat-Sun 8a - 12p **

** AMCC and LRCC to be supported by 24x7 Remote Management Services

Staffing for the Optional Ballston Automation

The below charts indicate coverage for frontline hourly staffing only. In the event of operational issues, additional assistance would be available in the form of local management and maintenance personnel.

	Item No.	Item Description	QTY	Unit of Measure	Unit Price	Total Price	Comment
Mid Range	4	Annual Charge inclusive of Overhead and Profit	1	Each	\$1,108,320.56	\$1,108,320.56	Mid Range - Assumes 119 hours per week to allow for CSR 7 days per week @ 17 hours/day. This option provides for 17 hours/day of overlap of a supervisor and CSR.
	Item No.	Item Description	QTY	Unit of Measure	Unit Price	Total Price	Comment
Max Staff	4	Annual Charge inclusive of Overhead and Profit	1	Each	\$1,243,524.71	\$1,243,524.71	Max Coverage - Under this option, both Randolph and Glebe would be staffed by a CSR totaling 32 hours per day. Each garage access point would remain staffed with a CSR and the supervisor on duty would be able to assist as needed.

Total Operational Staff - Proposed (minimal)									Total Operational Staff - Mid Range									Total Operational Staff - Max Staff								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total		Mon	Tue	Wed	Thu	Fr	Sat	Sun	Total
0:00	1	1	1	1	1	1	1	7	0:00	1	1	1	1	1	1	1	7	0:00	1	1	1	1	1	1	1	7
1:00	1	1	1	1	1	1	1	7	1:00	1	1	1	1	1	1	1	7	1:00	1	1	1	1	1	1	1	7
2:00	1	1	1	1	1	1	1	7	2:00	1	1	1	1	1	1	1	7	2:00	1	1	1	1	1	1	1	7
3:00	1	1	1	1	1	1	1	7	3:00	1	1	1	1	1	1	1	7	3:00	1	1	1	1	1	1	1	7
4:00	1	1	1	1	1	1	1	7	4:00	1	1	1	1	1	1	1	7	4:00	1	1	1	1	1	1	1	7
5:00	1	1	1	1	1	1	1	7	5:00	1	1	1	1	1	1	1	7	5:00	1	1	1	1	1	1	1	7
6:00	1	1	1	1	1	1	1	7	6:00	2	2	2	2	2	1	1	12	6:00	2	2	2	2	2	1	1	12
7:00	1	1	1	1	1	1	1	7	7:00	2	2	2	2	2	2	2	14	7:00	2	2	2	2	2	2	2	14
8:00	1	1	1	1	1	1	1	7	8:00	2	2	2	2	2	2	2	14	8:00	3	3	3	3	3	2	2	19
9:00	1	1	1	1	1	1	1	7	9:00	2	2	2	2	2	2	2	14	9:00	3	3	3	3	3	3	3	21
10:00	1	1	1	1	1	1	1	7	10:00	2	2	2	2	2	2	2	14	10:00	3	3	3	3	3	3	3	21
11:00	1	1	1	1	1	1	1	7	11:00	2	2	2	2	2	2	2	14	11:00	3	3	3	3	3	3	3	21
12:00	1	1	1	1	1	1	1	7	12:00	2	2	2	2	2	2	2	14	12:00	3	3	3	3	3	3	3	21
13:00	1	1	1	2	2	2	2	11	13:00	2	2	2	2	2	2	2	14	13:00	3	3	3	3	3	3	3	21
14:00	1	1	1	2	2	2	2	11	14:00	2	2	2	2	2	2	2	14	14:00	3	3	3	3	3	3	3	21
15:00	1	1	1	2	2	2	2	11	15:00	2	2	2	2	2	2	2	14	15:00	3	3	3	3	3	3	3	21
16:00	1	1	1	2	2	2	2	11	16:00	2	2	2	2	2	2	2	14	16:00	3	3	3	3	3	3	3	21
17:00	1	1	1	2	2	2	2	11	17:00	2	2	2	2	2	2	2	14	17:00	3	3	3	3	3	3	3	21
18:00	1	1	1	2	2	2	2	11	18:00	2	2	2	2	2	2	2	14	18:00	3	3	3	3	3	3	3	21
19:00	1	1	1	2	2	2	2	11	19:00	2	2	2	2	2	2	2	14	19:00	3	3	3	3	3	3	3	21
20:00	1	1	1	2	2	2	2	11	20:00	2	2	2	2	2	2	2	14	20:00	3	3	3	3	3	3	3	21
21:00	1	1	1	1	1	1	1	7	21:00	2	2	2	2	2	2	2	14	21:00	3	3	3	3	3	3	3	21
22:00	1	1	1	1	1	1	1	7	22:00	2	2	2	2	2	2	2	14	22:00	3	3	3	3	3	3	3	21
23:00	1	1	1	1	1	1	1	7	23:00	1	1	1	1	1	2	2	9	23:00	1	1	1	1	1	3	3	11
Total	24	24	24	32	32	32	32	200	Total	41	41	41	41	41	41	41	287	Total	56	56	56	56	56	56	56	392