

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

NOTICE OF AWARD OF CONTRACT

TO: Motivate International Inc 6035 Blair Road, NW Washington DC 20011	DATE ISSUED: October 31, 2016
	CONTRACT NO: 16-345-RFP
	CONTRACT TITLE: Operations and Maintenance Services For Bikesharing Program (Capital Bikeshare)
	PRIOR CONTRACT NO: 270-11

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately, and expires on June 30, 2018.

This contract may be renewed for three (3) additional one-year periods after the expiration date listed above.

The contract documents consist of the terms and conditions of Arlington County Agreement No 16-345-RFP, including any exhibits, attached or amendments thereto.

ATTACHMENTS:

1. ARLINGTON COUNTY AGREEMENT NO. 16-345-RFP

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT: ERIC GILLILAND</u>	<u>VENDOR TEL. NO.:</u> 202-215-5249
	<u>EMAIL ADDRESS:</u> ericgilliland@motivateco.com
<u>COUNTY CONTACT: LARRY FILLER</u>	<u>COUNTY TEL. NO.:</u> 703-228-3725
	<u>COUNTY E-MAIL:</u> lfiller@arlingtonva.us

ISSUED BY

Igor Scherbakov
Procurement Officer

DISTRIBUTION

VENDOR:	1
FILE:	1

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

AGREEMENT NO. 16-345-RFP

This Agreement is made, on the date of execution by the County, between Motivate International Inc. ("Contractor"), a Delaware Corporation located at 5202 Third Ave, Brooklyn, NY 11220 and authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (the "County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

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

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to provide operating and maintenance services for Capital Bikeshare in Arlington County. 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.

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 later of (i) the date of the execution of the Agreement by both parties and (ii) the date of delivery by the County to the Contractor of a valid, signed County Purchase Order sufficient to cover payments for Arlington County's first fiscal year ending June 30, 2017 for Work for the Initial Contract Term (the "Effective Date"), and must be completed no later than June 30, 2018 ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for Arlington County Agreement No. 16-345-RFP

not more than three additional 12-month periods, from July 1, 2018 to June 30, 2021 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term". If, at least fourteen (14) days before the end of each County fiscal year, the County does not provide to the Contractor a purchase order sufficient to cover all compensation, fees, and expenses expected to be owed through the end of the following County fiscal year by the County to the Contractor under this Contract, the Contractor may suspend performance of the Work on the day after the end of such County fiscal year.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents.

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract price(s) will remain firm until June 30, 2018 ("Price Adjustment Date"). The Contractor may request a price adjustment, approval of which shall not be unreasonably withheld by the County, by submitting a written request to the County not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed 1) the percentage of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) the twelve (12) month period ending in December of each Contract Year; or 2) four percent, whichever is lower.

The Contractor's request must include documentation of a net increase in costs that justifies the price adjustment.

Any Contract 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 choose not to renew the Contract for the next subsequent term, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who shall approve the invoice if it complies with the requirements of this Contract. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. FAILURE TO DELIVER

In the event of any System-wide failure by the Contractor to abide by its obligations under the Scope of Work, the County may, subject to the Contractor's right to cure such failure within forty-eight (48) hours of Contractor's receipt of notice from the County of such failure, procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs

against any amount that the County owes the Contractor. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

9. REIMBURSABLE EXPENSES

No expenses except those identified in this Contract as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a County purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

10. PAYMENT OF SUBCONTRACTORS

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

11. NO WAIVER OF RIGHTS

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

12. NON-APPROPRIATION

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

13. COUNTY PURCHASE ORDER REQUIREMENT

Arlington County Agreement No. 16-345-RFP

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

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

The Contractor must provide notice to the County to remove or replace key personnel or subcontractors to the County Project Officer at least thirty (30) calendar days or as soon as practicable in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, (thirty (30) days or greater) the Contractor must provide an interim Project Manager.

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 within a reasonable period of time not to exceed thirty (30) days.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the

performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

18. SAFETY

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

19. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County, in accordance with the terms of Section [17](A) or [17](B), respectively.

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, provided, however, that this does not include the Contractor's proprietary data, trade secrets or other information that relates to Contractor's unique methods of conducting business or data unique to the Contractor's services.

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.

The Contractor will make good faith efforts to notify the County of any contract dispute or any other issue with another Member Jurisdiction that is likely to result in the shutdown of the Capital Bikeshare system in such Member Jurisdiction, at least seven (7) days before such shutdown is expected to occur.

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, in addition to any other remedies provided by law or the Contract, the Contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not to obtain substitute performance. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages,

injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract the Contractor is not 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 and its employees to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. PATENTS AND COPYRIGHT

The Contractor does not convey to County, nor does County obtain, any right to any property, document (including Contractor's standard operating procedures) or material utilized by Contractor that was created or produced separate from this Contract, was preexisting material (not already owned by County), or was created or produced by Contractor for application in multiple systems operated by Contractor.

23. OWNERSHIP AND RETURN OF RECORDS

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

24. CONFIDENTIAL INFORMATION

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

25. ETHICS IN PUBLIC CONTRACTING

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

26. COUNTY EMPLOYEES

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

27. FORCE MAJEURE

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

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. A Contract entered into in violation of this requirement 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, proposals must comply with the following guidelines:

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

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 45 days of the request at the County's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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 of either party 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. 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 AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; AND CONFIDENTIAL INFORMATION.

43. HEADINGS

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

44. AMBIGUITIES

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

45. NOTICES

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

TO THE CONTRACTOR:

Eric Gilliland, General Manager
Motivate International Inc.
6035 Blair Rd., NW
Washington, DC 20011

AND

Justine Lee, General Counsel
Motivate International Inc.

5202 Third Avenue
Brooklyn, NY 11220

TO THE COUNTY:

Larry Filler, Project Officer
Arlington County Commuter Services
Department of Environmental Services
2100 Clarendon Blvd, Suite 900
Arlington, VA 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. ACCESSIBILITY OF WEB SITE

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

48. ADA COMPLIANCE

The Contractor is solely responsible for compliance in performance of the Work with the ADA and must defend and hold the County harmless from any expense or liability arising from non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor related to Contractor's obligations under this Section 46.

49. 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 or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County's web site on the date of Contract execution.

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 current judgment rate set 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 (see sample notice in Attachment C);
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 D;
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 working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment D).

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. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS

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

50. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured - The County and its officers, elected and appointed officials, employees and

agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

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

The Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity by providing documentation of their level of self-insurance. The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MOTIVATE INTERNATIONAL INC.

AUTHORIZED
SIGNATURE:


FOR

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE: 10/31/16

AUTHORIZED
SIGNATURE:



NAME: John Reynolds
TITLE:

DATE: 10/31/16

agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

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

The Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity by providing documentation of their level of self-insurance. The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

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

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COUNTY, VIRGINIA

MOTIVATE INTERNATIONAL INC.

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME:
TITLE: _____

DATE: _____

DATE: _____

ARLINGTON COUNTY AGREEMENT 16-345-RFP
ATTACHMENT A
SCOPE OF SERVICES
CAPITAL BIKESHARE O&M CONTRACT

1. DEFINITIONS

Associate Contractor means a successful proposer in a separate contract connected to the operation of the Capital Bikeshare service. These Contractors will provide equipment, software, or marketing services for the Capital Bikeshare service.

Backend Software and Computer Hardware means an electronic interface or program that enables hardware such as Stations, Bicycles, and Customer Keys to function.

Battery means fuel cells included within the Station components, which are rechargeable with sunlight.

Bicycle means a bicycle purchased for use in the Capital Bikeshare system.

Bikeshare Station means a designated area on publicly or privately owned real property that contains one or more of the following items to perform the Work: Dock, Terminal, Technical Platform, Battery, or Map Frame.

Business Day means any day other than Saturday, Sunday, County holiday, or other day on which the County government is closed.

Calendar Day means any day in a month, from midnight to midnight, including weekends and holidays.

Call Center means an office tasked to handle telephone calls and emails related to the service, including assistance with member enrollment, general inquiries, billing, docking issues, etc.

Casual Member means a person who has purchased a 24-hour or 3-day membership.

Customer Key means a key fob used to rent bicycles from Capital Bikeshare Stations.

Corporate Membership means a program for organizations to register their employees at discounted membership and usage fee rates.

Day Key Member means a registered member possessing a key fob who is charged per day when using a bike.

Dock means a locking mechanism contained on a Station designed to receive a Bicycle for locked storage;

Electronic Databases means a digital collection of members' personal, financial, usage, and other related information.

Equipment means all physical components provided by, or used by, the Contractor to provide bikesharing Service and to perform the Work. Equipment includes, without limitation, a Station, Bicycle, Dock, Technical Platform, Map Frame, Terminal, Battery, Customer Key, and Bicycle and Station spare parts.

Fleet means one hundred percent (100%) of the number of bicycles purchased through this Contract minus the number of stolen and irreparable bicycles owned by the County.

General Manager means the official representative with actual authority to act and make decisions on behalf of the Contractor. The General Manager manages all portions of business operations, which include but are not limited to administrative services, human resources, operations, policies, and procedures. The General Manager cannot be replaced or terminated, nor may the Contractor take any other action affecting his or her duties, without the express permission of the County.

JARC means Job Access Reverse Commute.

Map Frame means a two-sided metal informational display unit, including translucent covering and lock.

Member means a person who has subscribed to Capital Bikeshare.

Member Agreement means terms and conditions of the service's use, provided by the Contractor and required to be signed by each customer.

Member Jurisdictions means the municipalities that provide, or soon will provide, Capital Bikeshare Service: Washington, D.C.; City of Alexandria, Arlington and Fairfax Counties, Virginia; and Montgomery County, Maryland.

Membership Enrollment System means a series of web pages provided by the software Associate Contractor into which customers input their personal and financial information for registration and that includes billing statements and the customer's usage data.

Membership Type means the various categories of duration and payment terms for members of the bikeshare system, including single trip, 24-hour, 3-day, 30-day, annual, Day Key, and corporate memberships and including members who are part of the JARC program and any other special membership programs.

Monthly Report means a series of detailed spreadsheets that include membership, trip, maintenance, and incident data, among other information.

Operational Bicycle means a bicycle in operating condition and either available for customer use while docked at a station, in use by a member, or in the process of being returned to a station.

Operations Manager means the Contractor's representative that directly reports to the General Manager. The Operations Manager manages the day-to-day operations regarding maintenance services of the Capital Bikeshare service, such as, but not limited, to bicycle rebalancing, maintenance, installation, and repair of bicycles and docking stations.

Project Officer means the County's Project Manager, who serves as the Purchasing Agent's technical representative for purposes of administering the Contract. For the purposes of this Contract, the Contracting Officer's Technical Representative (COTR) and Project Officer are synonymous.

Registered Member means any person who has purchased an annual, annual with monthly installments, 30-day, or Day Key membership.

Revenues means proceeds from bikeshare operations, such as, but not limited to, membership and usage fees and advertising and sponsorship arrangements.

Revenue Report means a series of detailed spreadsheet listing the revenue amounts and sources for the month.

Service means the use of the Equipment by the public at large.

Station (see Bikeshare Station).

Station Protective Devices means all pavement markings/paint and/or protective delineators at Station locations.

Supplies mean computers, software, terminal paper, office furniture, and office supplies.

System means the Equipment, Contractor's website, and Backend Software and Computer Hardware.

Technical Platform means a base component that rests on the ground and supports the Docks, Terminal, and Map Frame.

Terminal means a kiosk that provides Bicycle rental instructions, contains payment equipment (e.g. credit card device), and includes all other means necessary for the rental

of Bicycles.

2. SPECIFICATIONS

The Contractor will provide all goods, services, labor, and insurance necessary to meet or exceed the requirements and specifications of the Contract.

The Contractor will operate, maintain, and expand the existing Capital Bikeshare system to include the following tasks:

A. Equipment & Software Provided to the Contractor

The County will provide the following to the Contractor for the performance of this Contract:

1. Equipment and helmets.
2. Software: the Contractor may use existing Backend Software and associated license(s); or Member Jurisdictions may exercise the option for the Contractor to purchase said license(s) and Backend Software.

B. Cooperation and Coordination with Associate Contractors

In the performance of this Contract, the Contractor will cooperate and coordinate with the selected Equipment, Backend Software, and marketing Associate Contractors by:

1. Responding to invitations from authorized personnel to attend meetings;
2. Providing access to technical information and research, development and planning data, test data and results, and schedule and milestone data;
3. Discussing technical matters related to Capital Bikeshare Equipment; and
4. Allowing observation of technical activities by technical personnel of Associate Contractors.

Contractor will not in this cooperation or coordination be obligated to disclose or provide access to Contractor's proprietary data, trade secrets or other information that relates to Contractor's unique methods of conducting business or data unique to the Contractor's services.

C. Equipment Receipt, Inspection, Assembly, and

Storage The Contractor will:

1. Receive all shipments of new Equipment required to operate and maintain the system and notify the County of the Equipment's receipt. All Equipment shall be delivered directly to the Contractor's regional area warehouse(s) as designated by the Contractor.
2. Perform detailed visual inspections to ensure that the Equipment purchased is free of any defects upon its receipt and notify the County if defects are found.
3. Prepare and at all times maintain a detailed inspection report for all existing and new Equipment for the County. The County reserves the right to directly inspect all Equipment at any time or to have its designees or agents do so.
4. Deliver a copy of the initial inspection report for each piece of new Equipment, together with all warranties, specifications, and other materials provided by the manufacturer, to the County prior to acceptance of each shipment of Equipment. The Contractor will retain copies of these materials as needed. The County will issue a written acceptance and will accept only Equipment that is free from all defects.
5. Assemble and test Equipment prior to installation.
6. Store Equipment at the warehouse(s) at no cost to the County until it is ready for deployment.
7. Maintain an accurate and up-to-date inventory of all Equipment for the County, including serial and identification numbers where available. This inventory will be available to the County at all times.

After delivery, the Project Officer may inspect Equipment stored by the Contractor at any time.

D. Standard Operating Plan

The Contractor will submit a draft Standard Operating Plan ("SOP") to the Project Officer for review and approval within 30 days after the issuance of the Notice to Proceed. The SOP must include detailed operating policies and procedures, inventory control procedures, reconciliation procedures, and a capital improvement program for stations and Bicycles based on their warranties and useful lifespans. The Contractor must include the terms of the Equipment warranties and useful life in the SOP. The SOP must be updated annually and delivered to the Project Officer within 30 days after the beginning of the contract term and any renewal period.

E. Backend System

The Contractor will operate and maintain remote control of the Stations subject to

being granted control by the relevant Associate Contractor to the backend system, which includes the Electronic Databases. The County will have remote access to this system and all financial reporting and read-only access to the system management console, subject to such access being made available by the relevant Associate Contractor. The County owns the information in the Electronic Databases.

F. Availability of the Bikeshare System

The bikeshare system allows for access to Bicycles 24 hours a day, 7 days a week via the different customer membership types. The Contractor will not shut down the system without approval of the County except in the case of an emergency in which case the Contractor shall notify the County of the shut down as soon as practicable and the reasons for this action.

G. Membership Types

In cooperation with the other Member Jurisdictions, the County has defined Membership Types and associated usage fees. Current membership types include:

1. Registered memberships (annual, annual with monthly installments, 30-day, Day Key)
2. Casual memberships (single trip, 24-hour, 3-day)
3. Corporate Memberships
4. Discounted and/or free memberships for non-profit organizations that assist lower-income individuals, including but not limited to the Bank on DC, JARC program, and Arlington Cash Membership.

The County, in cooperation with the other Member Jurisdictions, will define the terms of eligibility for memberships and inform the Contractor as to the eligibility of the above-listed programs. The Member Jurisdictions may by their mutual agreement modify, add, or remove Membership Types, eligibility criteria for different memberships, usage fees and payment mechanisms.

The Contractor will prominently display all current Membership Types and usage fees in all locations, electronic and otherwise, wherever memberships can be purchased.

H. Member Agreement

The Contractor will use the existing Member Agreement, found at <http://www.capitalbikeshare.com/user-agreement>, and may modify it only with the County's approval, except that Contractor may make minor or typographical changes without the County's approval. The Contractor will display the Member Agreement on the website at all times.

I. Usage and Loss Fees

A member may use a Bicycle for less than 30 minutes without additional charge, after which usage fees will accrue to a member's account automatically, as stipulated in the Member Agreement.

If a Bicycle is not returned to a Station within 24 hours of sign-out, the Contractor will charge the member whose account is associated with a signed-out Bicycle a preauthorized usage fee.

If the Bicycle has not been returned within 72 hours of the initial checkout, the Contractor will designate such Bicycle as stolen and ask the Project Officer whether to charge the member the current replacement cost for a Bicycle. If the member who signed out the Bicycle files a police report regarding the loss of the Bicycle and submits a copy of that report to the Contractor or the Project Officer, the Project Officer may opt to waive or reduce the fee.

In the event the Contractor is unable to recoup the full cost of the missing Bicycle from the member's account, the Contractor may be directed by the Project Officer to hire a licensed collection agency to do so. The Contractor will inform the County of the status of the collection agency's ability to recoup the full amount from members who have lost or stolen a Bicycle. The Contractor will ban from access any individual deemed by the County's Project Officer to be an unacceptable member due to his or her non-payment of a lost or stolen Bicycle fee.

J. Collection of Revenue

The Contractor will:

1. Collect and track the revenues generated by the bikeshare service, including, but not limited to:
 - a. Sale of memberships
 - b. Usage fees
 - c. Sale of materials and helmets
 - d. Funds collected for lost or stolen bicycles
 - e. Third-party sponsorships of Equipment and/or third-party sponsorships of monthly operations and maintenance fees, as directed by the Project Officer.
2. Segregate the County's portion of revenue generated by the regional system from the sources listed immediately above.
3. By the 15th of each month, provide a Revenue Report (as described in section 2.AA.3.) and Monthly Report (as described in section 2.AA.1.) for the Project Officer to review and approve prior to wiring revenues.
4. Wire the revenues listed above in Section 2.J.1, except for revenues generated by helmet sales, to the office specified by the County within five (5) business days after Project Officer approval of the Revenue Report.
5. Collect applicable taxes on the services provided and pay the taxes directly to the taxing

authority designated by the County.

6. Provide to the County a copy of an annual audit of collected revenue from an external accounting firm on October 1st of each year after the first year of this Contractor.

K. Disbursement of Membership and Usage Fee Revenues to the Member Jurisdictions, and Payment Mechanisms

Membership fees will be credited to a Member Jurisdiction based on the ZIP code of the address associated with the credit or debit card used to pay for membership. In cases where the ZIP code associated with a credit or debit card falls outside of the Member Jurisdictions, fees for that purchase will be credited to the County based on the County's proportion of the total number of Docks in the region on the last day of the month in which the revenues are collected.

Usage fees will be credited to the County for revenue-generating trips originating from a Station in the County.

The Contractor will accept Visa, MasterCard, American Express, and debit cards, for payment.

L. Membership Enrollment and Fulfillment

The Membership Enrollment System will be accessible to the public via the website and the Call Center. Memberships will not be created until the Member agrees to the Member Agreement.

The Contractor will send a programmed Customer Key to each registered member by U.S. mail within two business days of the sign up date or upon request of a replacement Customer Key. The Customer Key will be accompanied by 4x6" cardboard backing and an 8.5x11" welcome letter to customers. The County will supply the envelopes, cardboard backing, letter, and adhesive circles.

As directed by the County, discounted helmets will be offered with all new and renewal memberships and, if purchased, will be mailed to members by the Contractor together with the Customer Key. The Contractor will purchase helmets selected by mutual agreement of Contractor and the County and can sell them at a fee as mutually agreed by the Contractor and the County. The Contractor will be responsible for postage costs for all mailings and packaging for the helmets.

The Contractor will be responsible for placing orders to maintain a minimum of 4,000 keys in inventory to prevent lapses in new membership and replacement Customer Key fulfillment. The County is responsible for purchasing a proportionate amount of new Customer Keys after the Contractor sends notification to the County that the Customer Key inventory has fallen below 4,000.

The Contractor will retain all membership sales records and submit copies of such records as

part of the Monthly Report. The Contractor is responsible for keeping member information secure.

The Contractor will provide a copy of the Electronic Databases to the requesting Member Jurisdiction's Project Officer within 30 days of request or upon termination of the Contract.

The Contractor will promptly fulfill Corporate Memberships as requested by the County, including providing new corporate member codes within three business days, creating new corporate portal accounts within two weeks of request, and responding to corporate client and Associate Contractor inquiries within two business days.

M. Compatibility of Bikeshare Stations

The Contractor will promptly notify the County in cases where new Equipment does not fully function.

N. Maintenance

1. Station Maintenance

The Contractor must ensure that all Station components are in good, safe, and properly maintained operating condition so that the service is available to members without failure, interruption, or delay. Further, the Contractor will:

- a. Provide any necessary labor, tools, supplies, parts, and other equipment.
- b. Maintain an adequate supply of spare parts and promptly notify the County if it is unable to do so.
- c. Follow and comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and Equipment.
- d. Report and identify damaged or malfunctioning Stations to the County within three hours of discovery by the Contractor.
- e. To the extent practicable, repair and restore, to full operation and function, all damaged and/or malfunctioning Stations within 24 hours of discovery by the Contractor.
- f. Notify the County within 24 hours by email and phone of the damage or defect when repair is expected to take longer than 24 hours and the reason for the additional time needed to repair.
- g. Replace Batteries, as needed, at the Contractor's cost.
- h. Within ninety (90) days of the start of the Contract, the Contractor shall develop a repair and/or replacement plan to ensure that Stations and Station components existing at that time are free from excessive rust and/or corrosion to the satisfaction of the Project Officer.

2. Equipment Repair and Replacement

The Contractor will promptly make any warranty and/or insurance claims and pursue replacement, if appropriate, of any Equipment or component that is expected to be beyond repair.

The Contractor is responsible for replacement costs of Equipment and components that exceed \$5,000 and result from any incident of theft, damage, or vandalism; the County is responsible for such replacement costs under \$5,000. The County is responsible for replacement costs of Equipment and components that are not due to theft, damage, or vandalism.

3. Station Cleaning

The Contractor is responsible for keeping the Stations clean – specifically, the entire Station footprint, including the Bicycles, in addition to 4 feet in the access zone, as measured from the back tire of each Bicycle, and between the Station and the curb when a Station is placed on-street. The Contractor will:

- a. Promptly remove trash and other debris that impedes use of each Station.
- b. Promptly clean Stations at the request of the Project Officer.
- c. Provide reporting to the County on Station cleaning at an interval as requested by the Project Officer.
- d. Remove graffiti and evidence of vandalism within 24 hours of discovery of the damage.
- e. Submit to the County a work plan outlining the process and schedule for the clearance of snow and ice after weather events that impact prompt removal. The work plan is to be submitted within 24 hours after the end of the weather event and is subject to approval by the Project Officer. The schedule must provide for clearance of snow and ice within 48 hours after the conclusion of the weather event.

4. General Bicycle Maintenance Requirements

The Contractor will maintain the Bicycles in good working condition. Damaged Bicycles must be immediately removed from service and repaired. The Contractor must strictly comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and Equipment. The Contractor will provide any necessary labor, tools, supplies, and parts for the maintenance and repair of existing Equipment and will keep in standing inventory for immediate use sufficient parts to deploy a minimum of 90% of all Bicycles at any given time.

The County may inspect all Bicycles offered to the public for safety and aesthetics at any time. The Contractor will remove or reduce scuff marks and dirt from Bicycles to meet the aesthetic standards of the Project Officer. The County may also require the Contractor to remove from

service any Bicycle that the County considers unsafe and to improve the aesthetic appearance of any Bicycle by cleaning the bicycle, including removal of dirt and scuff marks.

5. Routine Bicycle Maintenance

The Contractor will perform the following tasks for every Bicycle in operation at least once every calendar month, unless the manufacturer's requirements, warranties, and recommendations call for a greater frequency, in which case the Contractor must comply with the manufacturer's requirements, warranties, or recommendations.

- Inspect drive chain for proper functioning and lubrication
- Inspect handlebar for proper centering and tightness
- Inspect tires for proper inflation, defects, and wear
- Inspect brakes for excessive wear and ensure proper working order
- Inspect saddle for proper tightness, excessive wear, and deterioration
- Inspect shifters for proper functioning
- Inspect lights for proper functioning
- Inspect fenders and chain guard for proper functioning, defects, and wear
- Ensure all other bicycle components, including, without limitation, the basket and bell, are properly attached and functioning
- Inspect steering delimiter bolts, and where appropriate, add on the headset of Bicycles, if needed
- Clean Bicycle

The Contractor shall include in its Monthly Report to the Project Officer the number of instances in which a customer reported maintenance issues with any Bicycle, along with the Bicycle's identification number and most recent maintenance data.

6. Annual and As-Needed Bicycle Maintenance

In addition to Routine Maintenance, the Contractor will perform on each Bicycle the following work at least annually and on an as-needed basis as determined by the Project Officer, unless the manufacturer's requirements, warranties, and recommendations require a greater frequency, in which case the Contractor must comply with the manufacturers' requirements, warranties, or recommendations.

- Inspect, and remove if necessary, and clean entire drive train
- Inspect and adjust tension, and true wheels
- Inspect tires for excessive wear, defects, and replace flat inner tubes
- Inspect hubs for proper functioning
- Add touch up paint to bicycles

O. Station Location Siting

The County will determine the location and size for each new Station for expansion of the System within its boundaries. Prior to the final determination, the County will provide the Contractor an opportunity to visit, review, and comment upon each proposed location. The Contractor may provide written suggestions of alternative location(s) and/or sizes to the County. The County will have final authority on Station location.

P. Installation of New Stations

The Contractor will configure, construct, and install all Station components. Station Protective Devices will be configured and installed either: (1) by the County at its expense; or (2) by the Contractor at the County's instruction and expense. The County will decide which method to use.

The County shall acquire all necessary permits to construct and install all Station components. The County will notify the Contractor and authorize installation of the Station after the proper permits have been obtained. The Contractor will install a Station within one week after receiving such notice. If the Contractor is unable to install within one week of notice, then the Contractor shall perform the installation on an alternative date subject to the approval of such alternate date by the Project Officer, such approval not to be unreasonably withheld. The Contractor's alternate date shall not exceed three weeks of the notice.

The County will provide to the Contractor printed copies of the informational panels for the Station's Map Frame. The informational panels must be installed within 14 calendar days of the notice or as soon as the Station is installed, whichever comes first.

The Contractor will install the Station's name decals within thirty (30) days of when the Station is installed.

The Project Officer will provide at least 48 hours' notice in advance of the planned install time to cancel a Station installation. The Contractor will provide at least 48 hours' notice in advance of the planned install time of its desire to cancel an installation. If the Contractor cancels a station installation within 48 hours of its scheduled installation, except where cancellation is due to force majeure, the next installation will be free of charge. If the County cancels a Station installation with less than 48 hours' notice before its scheduled installation, the County shall be liable for the installation cost for that cancelled installation, except where cancellation is due to force majeure.

The County will pay the Contractor for installation of new Stations in accordance with rates set in Exhibit B "Pricing Schedule".

Q. Relocation and Reconfiguration of Stations

The County may require that Stations be relocated or reconfigured to accommodate unexpected commuting patterns or construction, or for other reasons. The Project Officer will provide a minimum of 72 hours' notice for any requests regarding Station relocation or

reconfiguration, and the Contractor must respond in writing within 24 hours of receiving the request with an estimate of when the relocation or reconfiguration will take place.

The County will pay the Contractor for relocation and reconfiguration of existing stations in accordance with rates set in Exhibit B "Pricing Schedule".

R. Updates to Maps and Stations

Most Stations provide information that instructs customers on usage, promotes safety, and otherwise facilitates use of the system. The Contractor will periodically install, replace, and maintain in readable form these informational materials. Additionally, the Contractor will make any changes to Station information, including pricing decals and stickers, maps or ad panels, as requested by the County within two weeks of receipt of replacement materials.

S. Operational Bicycle Fleet Size

The Contractor will maintain a 49-51% ratio of Bicycles to Docks within the County 365 days a year.

The Contractor will provide written reports on the operational fleet size. The operational fleet size for calculation purposes is 100% of the number of Bicycles received, minus stolen or irreparable Bicycles that have not yet been replaced.

The Contractor will calculate the percentage of the fleet that is out-of-service as follows: at the same time each day, the number of Bicycles out-of-service, either in the shop or reported damaged and on a repair truck, will be recorded. This number will be averaged over the month to calculate the monthly percentage that is out-of-service.

The County will replace irreparable Bicycles to maintain the operational fleet.

T. Operating and Maintenance Costs

The County will pay the Contractor monthly for Operating and Maintenance costs according to the "Pricing Schedule" (Exhibit B).

U. Bicycle Rebalancing and Performance Metrics

The Contractor shall routinely redistribute (or "rebalance") Bicycles throughout the day to prevent any Station from being full or empty for more than two or three hours between the hours of 12:00 AM and 6:00 AM. The Project Officer will establish the rebalancing time for each Station and communicate it to the Contractor in accordance with the procedure set forth below in this section.

Contractor must provide, as of the Effective Date of this Contract and unless changed in

accordance with this Section 2.U, the 3 Hour rebalancing service inclusive of station software, backend software, web license, hosting and maintenance as listed on Attachment B.

County must notify Contractor in writing (i) by October 31 of each calendar year of any decision to select a different rebalancing option for all of its Stations, which will be effective as of March 1 of the following calendar year for a period of one year, and (ii) at least ninety (90) days before any election to exclude or include station software, backend software, web license, hosting and maintenance. If the County fails to notify Contractor of a new rebalancing option by October 31 of a given calendar year, the rebalancing option previously in effect will continue until a different rebalancing option, selected in accordance with this section becomes effective.

If agreed upon by both parties, the County may select a blended rebalancing service including a 2 hour rebalancing service for some Stations and a 3 hour rebalancing service for others, or an alternative method of measuring rebalancing performance, both of which shall be subject to the same dates and deadlines set forth in this section for non-blended rebalancing options. However, under the blended rebalancing service, within six (6) months of any Station installation or relocation the County may change said Station's rebalancing option. If a blended rebalancing service cannot be mutually agreed, then the County shall select only one rebalancing service at a time, and any rebalancing service shall apply to all of the County's Stations.

Rebalancing requirements will be waived for a Station during any hours when (a) it cannot be accessed safely by Contractor and (b) the street on which it is located is closed.

Rebalancing requirements will also be waived, with the approval of the Project Officer, after immediate e-mail, telephone, and text notification to the Project Officer, when adverse weather or current events dictate.

The Contractor will be responsible for purchasing or leasing vehicles necessary to fulfill the rebalancing requirements of this Contract. The County encourages the use of low- emission vehicles.

V. Call Center

The Contractor will provide a fully-operational customer Call Center to respond to customer questions, comments and complaints, and process membership signups. The Contractor will:

1. Use the existing toll-free Call Center telephone number: 1-877-430-2453.
 - a. This toll-free number is owned by the County and shall not be altered in any way.
 - b. In the event of termination of services, the toll-free phone number will be returned to the control of the County on the last day of the contract.
2. Display the toll-free number at all Stations and on the website.

3. Operate the call center 24 hours per day, 365 days per year, including all holidays.
4. Offer fluent English and Spanish capabilities.
5. Provide prompt customer support for calls ranging from incident management to membership queries and other related issues.
6. Maintain telephone answering times of under 20 seconds.
 - a. The time (including hold time) to transfer the call to a customer service representative will not exceed an additional 20 seconds.
 - b. This standard will be met by Contractor 80% of the time during each calendar month.
7. Maintain the number of dropped calls under an average of 5% each month.
8. Employ call center operators who are knowledgeable about the Washington, D.C. metropolitan region.
9. Establish an email account to which customers can forward queries, complaints, concerns, and any additional information.
10. Respond to all emails, to the original sender and any individual or organization copied within 48 hours of receipt. Blind copy the Project Officer when appropriate.
11. Maintain electronic records of the customer calls and emails to the Call Center.
12. Provide to the County a Call Center activity report by Friday of each week for the previous week's daily performance, including:
 - a. number of emails
 - b. number of calls
 - c. percentage of calls answered within the required service level
 - d. number of abandoned calls
 - e. percentage of abandoned calls of all calls that day
 - f. average call handling time
 - g. average call talk time
 - h. average call time on hold

W. Website Hosting and Maintenance

The Contractor will be responsible for hosting the County-owned Capital Bikeshare website at www.CapitalBikeshare.com and will provide log-in access for the Project Officer or designee(s), including an Associate Contractor, to develop and make changes to the website.

X. Staffing

The Contractor is responsible for responding in writing to the Project Officer within 24 hours of receipt of written or telephone correspondence. The Contractor must provide sufficient staff to efficiently and promptly perform all work. Not later than 30 days after the issuance of Notice to Proceed, the Contractor must designate a General Manager and an Operations Manager in writing to the Project Officer.

The General Manager will be the point of contact for the Project Officer and will also:

1. Attend in person at least 50% of the regular regional coordination meetings.

2. Coordinate with the software Associate Contractor, 8D Technologies, to operate and maintain the software that runs Capital Bikeshare and purchase the license for the software when directed to do so by the Project Officer.

In addition, the Contractor will ensure that a representative of its company will be available to the Project Officer or designee 24 hours a day, seven days a week, 365 days per year by telephone and by email.

The General Manager and Operations Manager must have the authority to make prompt operational decisions concerning Capital Bikeshare. The Contractor, at its option, may designate by written notice to the Project Officer an additional person(s) for the County to contact concerning the program, provided however that:

1. The notice must clearly specify the matters about which the additional person(s) is authorized to make operational decisions on behalf of the Contractor.
2. The designation of the additional person(s) must not replace, supplant, nor relieve the General Manager as the primary point of contact between the Project Officer and the Contractor.

AA. As-Needed Services

The County may request on as-needed basis additional administrative and field services not specifically described elsewhere in this section.

The County will pay for additional services in accordance with the hourly rates set in Exhibit B "Pricing Schedule".

BB. Reporting Requirements

3. Monthly Report:

The Contractor must email to the Project Officer by the 15th day of each month a Monthly Report including the following data for all Member Jurisdictions, in Excel or another form approved by the Project Officer. The data must reflect the Contractor's work during the immediately preceding calendar month and calendar year to date.

MONTHLY REPORT
Membership
Total active members starting at launch to the end of reporting month by type (registered vs casual), and by Member Jurisdiction
Number of new members, by type (registered vs casual), and by Member Jurisdiction, who signed up in reporting month, by day and month
Number of cancellations and expirations of members by type (registered vs casual), by Member Jurisdiction during the reporting month
Renewal rate by month by type (registered vs casual), and by Member Jurisdiction
Ridership
Trips per day by Member Jurisdiction, Membership Type (registered vs casual), and system-wide
Trips per month and year-to-date ridership by Member Jurisdiction, Membership Type and system-wide
Breakdown of total trips per day of week and hour of the day by Member Jurisdiction, and system-wide
Average duration of trips by Member Jurisdiction, Membership Type, and system-wide
Average and total distance of trips (straight-line distance) by Member Jurisdiction, Membership Type, and system-wide
Total number of origin and destination trips by Station by Member Jurisdiction
Environmental & Health Impacts
Total and average calories burned per day and per month, by Member Jurisdiction, Membership Type, and system-wide
Carbon dioxide offset per day and per month, by Member Jurisdiction, and system-wide
Average carbon dioxide offset per member, and Member Jurisdiction based on total members

and total offset
Rebalancing Operations
Number of Bicycles rebalanced per month
Bicycles on the street per day, broken down by Member Jurisdiction
Breakdown of full and empty instances at Stations by duration during operational hours by Member Jurisdiction
Percentage of time Stations are normal, full, and empty (averages across all Stations) by Member Jurisdiction
Breakdown of additional time when Stations were full by Member Jurisdiction
Full and empty violations, broken down by Member Jurisdiction
Equipment Loss, Damage, Theft, and Vandalism
Number of damaged Bicycles removed from Service
Quantitative and investigative analysis of loss, damage, theft, and vandalism to the Bicycles and Stations so as to determine the sources and causes thereof
Recommendations to the Project Officer for remedies and solutions to minimize future loss, damage, theft, and vandalism to the Bicycles and Stations
Average number of Bicycles within each Member Jurisdiction during the month
Station Maintenance Operations
Number of active Stations and operational Docks by Member Jurisdiction
Count of Station visits by technicians for normal maintenance
List of all Station malfunctions over 1-hour duration (station, start and end date and time, event) by Member Jurisdiction
Bicycle Maintenance Operations
Count of Bicycles checked per day and per month for all jurisdictions
Count of Bicycles repaired per day and per month for all jurisdictions
Average time per shop repair for full system
Breakdown of repair types (minor, major, annual overhaul) for full system
Breakdown of cause of repair needs (normal wear, crash, warranty failure, vandalism) with average time of repair for full system
Number of Bicycles owned by each Member Jurisdiction broken down into the number in the operational fleet, in need of repair, lost or stolen or otherwise categorized
Incident and Stolen Bicycle Reporting
List of all incidents (crash, vandalism, theft, police action) with dates and summary of outcomes for all jurisdictions
Stolen and missing Bicycle list and status for full system
Status of collection agency's ability to recoup the full amount from members who have lost or stolen a Bicycle

Damaged Bicycles removed from Service by jurisdiction and by system total
Customer Service Reporting
Number of calls and emails seeking customer service, including totals and number by classification for full system
Average time to answer call for full system
Average duration of call for full system
Complaints and responses
Number of refunds and dollar amount refunded per month by Member Jurisdiction
Percentage of calls lost for the full system
Percentage of calls served within 30 seconds for the full system
Customer Outreach
Website analytics, Facebook and Twitter posts, counts and summary for the full system

4. Quarterly Report:

The Contractor must provide the Project Officer with the following quarterly data on the 15th of January, April, July and October (unless the 15th falls on a weekend or national holiday, in which case the report must be issued on the next business day):

QUARTERLY REPORT
Demographics of registered members (age, gender, ZIP code) for the full system.
Maps showing density of registered members.
Maps showing popularity of Station pairs.
Revenue generated per Station (casual member purchases and trip fees incurred by trips starting at the Station).

5. Revenue Report:

The Contractor must provide a Revenue Report for operations and maintenance for the full system by the 15th of each month for the Project Officer to review and approve of the County's respective section before the Contractor wires revenues.

The Revenue Report must include the following information broken down by Member Jurisdiction where feasible:

Revenue Report
Revenues
Value of all Membership Types by Jurisdiction (Residents of Member Jurisdictions)

- Annual, 30-day, 24-hour, Day Key registration fee, Day Key subsequent activation
Value of all Memberships by Jurisdiction (Non-Residents of Member Jurisdictions)
- Annual, 30-day, 24-hour, Day Key registration fee, Day Key subsequent activation
General Fee (resident and non-resident)
Revenue from Usage Fee (registered and casual residents and non-resident)
Replacement Keys (resident and non-resident)
Revenue from Stolen/Lost Bicycles (resident and non-resident)
Public Gift Card Sales (resident and non-resident)
Corporate Gift Card Sales (resident and non-resident)
Corporate Portal Sales (resident and non-resident)
Revenue from Corporate Checks
Corporate Membership Accounts Receivable
Other Revenue
Debits
Value of Redeemed Gift Certificates (residents and non-residents)
- Annual, 30-day, 3-day, 24-hour
Value of Redeemed Gift Certificates (non-residents)
Value of Refunds Processed (residents and non-residents)
Value of Refunds Processed from Online Store (residents and non-residents)
Value of Refunds from Stolen/Lost Bicycles Returned (residents and non-residents)
Value of debit and credit card fees
Value of chargebacks
Sales Tax
Helmets
Revenue from helmet sales to residents and non-residents, separately

6. Crash Report

Immediately upon notice of a crash, the Contractor must: report the crash to the Police Department in the jurisdiction in which the crash occurs and accurately determine the information described in subparagraphs 1-4 below, to the extent possible.

The Contractor also must inform all members that they are required to file a report with the Police Department within 24 hours after any crash in the jurisdiction in which the crash occurs.

Within 24 hours of discovery of a crash, the Contractor must report the crash to the Project Officer, in writing.

Within 48 hours after discovery of each crash, provide the Project Officer with information about the crash (including Police Accident Report, immediately upon its availability) and all documents and information necessary to preserve an accurate record of the crash, including photographs of the damaged Bicycle.

The Contractor also must require members to file a Crash Report with the Contractor within 24 hours after any crash. The Contractor will prepare a form and provide it to members when they report a crash. Each Crash Report must include, at a minimum, the following information:

- 1) Member information: member's name; member number; gender; telephone number; date of birth; residential address; description of damage to the Bicycle; indication as to whether the Bicycle was returned to a Station or to the Contractor;
- 2) Details of the crash: date; time; city; state; address/location of crash; description of crash; outcome of crash (injury, severity of injury, traffic violation of the member and other party(ies), amount of fine assessed, whether medical treatment was required); Bicycle damage [yes/no]; police report number; responding/ investigating officer name and badge number; police precinct / department.
- 3) Details of all personal injury to persons other than member, or property damage to property other than the Bicycle:
 - a. hit and run [yes/no];
 - b. if not hit and run, driver information: name; phone; injuries to driver [yes/no]; driver's license number; driver's license state; gender; date of birth; telephone number; mobile phone number; residential address; number of vehicle occupants; insurance carrier; insurance carrier's telephone number; insurance policy number; vehicle type [passenger/commercial/other]; vehicle year, make, model, license plate number and state; vehicle damage; whether vehicle was towed or was operable; and
 - c. for each passenger in a vehicle or for pedestrians: name; age; residential address; telephone number; injuries [yes/no]; and additional or relevant information.
- 4) Witnesses: names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the crash and any personal injury or property damage related to the crash.

The Contractor must retain possession of Bicycles involved in a reported crash in their

crashed condition for a period of one year from the date of the crash. The Contractor must photograph Bicycles that appear to have been involved in a crash but for which no crash report or other information exists and must hold the photographs for a period of one year.

7. Theft, Damage, and Vandalism Report

The Contractor must report in writing to the Project Officer within 24 hours after discovery of any theft, damage, or vandalism of any Bicycle or Station, other than damage that results from a crash. Theft, damage, and vandalism reports also must be included in the Monthly Reports.

Immediately upon notice of each incident of theft, damage or vandalism above \$1,000, the Contractor must record the information described in 1-3 below, to the extent possible.

Within 48 hours after notice of each incident of theft, damage or vandalism, the Contractor must provide the Project Officer with information about the theft, damage, or vandalism, including a Police Report (as soon as the Police Report is available).

The Contractor must also require all members to file a report with the Police Department immediately for incidents of theft.

The Contractor must require members to file immediately a Theft Report with the Contractor after notice of a theft. The Contractor will prepare a form and provide it to members when they report a theft. The report must include, at a minimum, the following information:

- (1) Member's name; member number; gender; telephone number; date of birth; and residential address;
- (2) Details of the theft, including date; time; city/county; state; address/location of theft; description of theft; police report number; officer name and badge number; police precinct/department; and
- (3) Names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the theft.

8. Additional Reports:

Periodically, the Project Officer may require the Contractor to provide additional written reports and may revise the categories of data to be provided in each report described above.

CC. Written Requests

Promptly upon receipt of a written request from the County, the Contractor must provide to the Project Officer requested information and documents to assist the County in meeting any existing or future reporting requirements for or related to the application for or continuation of project funding from local, Washington, D.C. Metropolitan Area, state, or Federal sources. Requests for data not specified in the scope of work of the Contract will be billed at the rate specified in this Contract.

DD. Periodic Member Jurisdiction Transportation Surveys

Upon request from the Project Officer, the Contractor will participate in the Member Jurisdictions' and the Washington, D.C. metropolitan area's periodic programs of research and evaluation to determine transportation and air quality impacts and to better understand members and how the bicycle transportation needs of residents and employees in Member Jurisdiction and other Member Jurisdictions (if applicable) are being met. The research must also address customer satisfaction with the services provided by Contractor.

ARLINGTON COUNTY AGREEMENT 16-345-RFP

ATTACHMENT B

PRICING SCHEDULE

I. OPERATION AND MAINTENANCE

Per dock per month costs:

3-hr rebalancing limit:

Exclusive of station software, backend software, web license, hosting, and maintenance \$92.04

Inclusive of station software, backend software, web license, hosting, and maintenance \$96.17

2- hr rebalancing limit:

Exclusive of station software, backend software, web license, hosting, and maintenance \$94.14

Inclusive of station software, backend software, web license, hosting, and maintenance \$98.86

Stations consisting of over 23 docks will receive a 50% discount of the per dock fee for each additional dock over 23. Discounted prices are reflected below:

3- hr rebalancing limit:

Exclusive of station software, backend software, web license, hosting, and maintenance \$46.02

Inclusive of station software, backend software, web license, hosting, and maintenance \$48.09

2- hr rebalancing limit:

Exclusive of station software, backend software, web license, hosting, and maintenance \$47.07

Inclusive of station software, backend software, web license, hosting, and maintenance \$49.43

Operations and maintenance costs are prorated for new Station installations based on the percentage of days remaining in the month of installation.

II. STATION INSTALLATION AND RELOCATION

Station installation/relocation by boom truck (up to 27 docks) \$3,200

Station installation/relocation by boom truck (28 docks or more) \$3,800

Plate installation/relocation by boom truck, on day with other install/relocation (up to 19 docks) \$1,400

Plate installation/relocation by boom truck, on day with other install/relocation (20 docks or more) \$2,100

Plate installation/relocation by boom truck, no other same-day work (up to 19 docks) \$1,600

Plate installation/relocation by boom truck, no other same-day work (20 docks or more) \$2,300

Station/plate relocation by pallet jack (up to 27 docks) \$600

Station/plate relocation by pallet jack (28 docks or more) \$750

Plate installation/relocation by pallet jack, on day with other install/relocation \$400

Plate installation/relocation by pallet jack, no other same-day work \$600

III. CORRAL OPERATION

Operation of a corral for special events, flat fee:

1-4 hours with station	\$3,057
5-8 hours with station	\$4,076
1-4 hours without station	\$1,019
5-8 hours without station	\$2,038

IV. AS-NEEDED WORK

Hourly rate for other work, per person per hour:

Administrative / Office Tasks	\$65.00
Field / Labor Tasks	\$45.86

ATTACHMENT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY MUST NOT BE LOWER THAN

\$14.50 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

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$14.50 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

