

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

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	<u>August 16, 2016</u>
Transportation Inc. d/b/a Red Top Cab	AGREEMENT NO:	<u>16-295-IT8</u>
3251 Washington Blvd	AGREEMENT TITLE:	<u>Transportation Services For The Cab Voucher Program</u>
Arlington, VA 22201		

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

The contract term covered by this Notice of Award is effective OCTOBER 1, 2016 thru JUNE 30, 2019.

The contract documents consist of the terms and conditions of Invitation for bid No. 16-295-IT8 issued May 5, 2016, including any exhibits, attachments, or Amendments.

EMPLOYEES NOT TO BENEFIT:

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

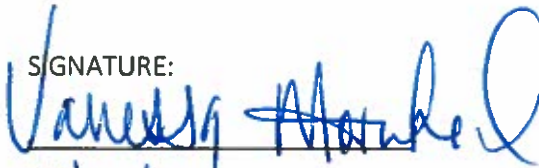
VENDOR CONTACT: Charles O. King	TELEPHONE NO.:	(703) 525-0900
	EMAIL ADDRESS:	CKing@redtopcab.com
COUNTY CONTACT: Arogya Singh	TELEPHONE NO.:	(703) 228-1603
	EMAIL ADDRESS:	Asingh1@arlingtonva.us

CONTRACT AUTHORIZATION

NAME: Vanessa Moorehead

TITLE: Procurement Officer

SIGNATURE:



8/16/16 Date

Distribution: Contractor: 1 Contract Folder: 1 Administrative Officer: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-295-ITB

BID FORM

PAGE 1 OF 7

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON MAY 31, 2016

FOR PROVIDING TRANSPORTATION SERVICES FOR THE CAB VOUCHERS PROGRAM PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

SERVICES WILL BE REQUIRED IN ARLINGTON (ORIGINATING AND/OR ENDING IN ARLINGTON) AND OUTSIDE OF ARLINGTON. INDICATE THE PROGRAM(S) YOUR COMPANY WILL PARTICIPATE IN:

ARLINGTON ONLY (ORIGINATING AND/OR ENDING IN ARLINGTON): X
ARLINGTON AND OUTSIDE OF ARLINGTON: X

CONTRACTOR NAME: Transportation Inc d/b/a Red Top Cab

ADDRESS: 3251 Washington Blvd
Arlington, Virginia 22201

PHONE: 703-522-0900 E-MAIL: cking@redtopcab.com

DATE CERTIFICATE OF PUBLIC CONVIENCE AND NECESSITY ISSUED: 9/27/2007

NUMBER OF VEHICLES OPERATING UNDER CERTIFICATE: 355

OTHER LICENSING AGENCY AND LICENSE NUMBER: VA DMV Taxicab permit # 4714
Arlington County business license- BLC-1000034300-00

FOR SERVICES OFFERED OUTSIDE OF ARLINGTON (NOT ORIGINATING AND/OR ENDING IN ARLINGTON), PLEASE LIST THE JURISDICTIONS: Fairfax County (including the cities of Fairfax and Falls Church) and Loudoun County

'REVISED' ADDENDUM B - BID FORMS, PAGE 2 OF 7

The following information describes the service that the Contractor will make available:

HOURS OF SERVICE: 24 hours a day

- 1. MONTHLY ADMINISTRATIVE CHARGE, IF ANY \$ none
- 2. MONTHLY PERCENTAGE DISCOUNT TO BE DEDUCTED FROM THE CONTRACTOR'S INVOICE, IF ANY 10 %
- 3. DISCOUNT FOR SENIOR CITIZENS: _____ %
- 4. ADVANCE NOTICE REQUIREMENTS: none required-recommend 1 hour for wheelchair accessible van service

5. CURRENT VEHICLE LIST:

YEAR	MAKE	MODEL	VIN#
SEE ATTACHED LIST			

16-295 ITB CURRENT VEHICLE LIST			Revised addendum B
YEAR	MAKE	MODEL	VIN #
2016	TOYOTA	CAMRY	4T1BD1FK6GU514679
2016	TOYOTA	CAMRY	4T4BF1GK9GR564062
2016	TOYOTA	COROLLA	2T1BURHEXGC510356
2016	TOYOTA	RAV4	2T3ZFREV9GW265973
2016	FORD	FUSION	1FA6P0H70G5113358
2016	TOYOTA	COROLLA	2T1BURHE7GC609183
2016	TOYOTA	P V - ST WGN	JTDZN3EU8GJ049683
2016	TOYOTA	SIENNA	5TDYK3DC3GS711542
2016	TOYOTA	COROLLA	2T1BURHEXGC552834
2015	FORD	FUSION	3FA6POUU4FR178253
2015	FORD	CMAX	1FADP5AUFL117907
2015	FORD	CMAX	1FADP5AU9FL11963
2015	TOYOTA	CAMRY	4T4BF1FK2FR516045
2015	TOYOTA	CAMRY	4T1BD1FK7FU150440
2015	TOYOTA	PRIUS	JTDKN3DU5F1892726
2015	TOYOTA	PRIUS	JTDKN3DU7F1901698
2015	TOYOTA	PRIUS	JTDKN3DU5F0397934
2015	TOYOTA	PRIUS	JTDKN3DU0F0456033
2015	TOYOTA	RAV4	JTMRFFREV9FJ040997
2015	TOYOTA	PRIUS V	JTDZN3EU4FJ016713
2015	TOYOTA	P V - ST WGN	JTDZN3EY1FJ032044
2015	FORD	FUSION	3FA6P0G74FR275183
2015	TOYOTA	PRIUS	JTDKN3DU0F1973794
2015	TOYOTA	CAMRY	4TIBD1FK5FU146743
2015	TOYOTA	PRIUS	JTDKN3DU7F1945457
2015	TOYOTA	PRIUS V	JTDXN3EU8FJ032204
2015	TOYOTA	PRIUS V	JTDZN3EU5FJ016655
2015	TOYOTA	PRIUS V	JTDXN3EU7FJ031609
2015	TOYOTA	RAV4	2T3BFREV4FW408408
2015	TOYOTA	CAMRY	4T1BD1GK5FU176938
2015	TOYOTA	PRIUS	JTDKN3DU8F0418078
2015	TOYOTA	CAMRY	4T1BF1FK5FU061458
2015	TOYOTA	CAMRY	4T4BF1FK0FR451910
2015	TOYOTA	RAV4	2T3ZFREV2FW182593
2015	TOYOTA	PRIUS	JTDKN3DUXF1893791
2015	TOYOTA	PRIUS V	JTDZN3EU2FJ025510
2015	TOYOTA	PRIUS	JTDKN3DU2F0406539
2015	TOYOTA	PRIUS V	JTDZN3EU2FJ018251
2014	FORD	FUSION	1FA6P0G75E5378016
2014	FORD	FUSION	1FA6POG73E5378015
2014	FORD	FUSION	1FA6POG76E5378011
2014	FORD	FUSION	1FA6P0G78E5378026
2014	FORD	FUSION	3FA6POG74ER359731
2014	FORD	FUSION	1FA6POG70E5378019
2014	FORD	FUSION	1FA6POG7XE5378013
2014	FORD	FUSION	1FA6POG7XE5378027
2014	FORD	FUSION	3FA6POG75ER359737
2014	FORD	FUSION	3FA6POG72ER344841
2014	FORD	FUSION	1FA6P0G72E5378023
2014	FORD	FUSION	1FA6P0G71E5378028
2014	FORD	FUSION	1FA6POG74E5378010
2014	FORD	FUSION	3FA6POG78ER359733
2014	FORD	FUSION	1FA6POG74E5378024
2014	FORD	FUSION	3FA6POG7XER359734
2014	FORD	FUSION	3FA6POG76ER359732
2014	FORD	FUSION	1FA6POG72E5404927
2014	FORD	FUSION	1FA6P0G79E5378018
2014	FORD	FUSION	1FA6POG71ER359735
2014	FORD	FUSION	3FA6POG73ER359736

2014	FORD	FUSION	3FA6POG71ER344846
2014	FORD	FUSION	1FA6P0G77E5378020
2014	FORD	FUSION	1FA6POG79E5378021
2014	TOYOTA	SIENNA	5TDZK3DC1ES517657
2014	TOYOTA	SIENNA	5TDZK3DC9ES484374
2014	TOYOTA	SIENNA	5TDZK3DC5ES517256
2014	TOYOTA	SIENNA	5TDZK3DCXES518371
2014	TOYOTA	SIENNA	5TDZK3DC2ES516534
2014	FORD	FUSION	1FA6POG79E5404925
2014	FORD	FUSION	1FA6POG76E5378025
2014	FORD	FUSION	1FA6POG74E5404928
2014	FORD	FUSION	1FA6POG71E537B014
2014	FORD	FUSION	1FA6P0G70E5378022
2014	FORD	FUSION	1FA6POG73E5378029
2014	TOYOTA	CAMRY	4T4BF1FK8ER347650
2014	TOYOTA	CAMRY	4R1BD1FK8EU137131
2014	TOYOTA	CAMRY	4T1BD1FK6EU136706
2014	TOYOTA	CAMRY	4T1BD1FK1EU140601
2014	TOYOTA	CAMRY	4T1BD1FK4EU104708
2014	TOYOTA	P V - ST WGN	JTDZN3EU8EJ012050
2014	TOYOTA	PRIUS	JTDKN3DU4E1762712
2014	TOYOTA	CAMRY	4T1BF1FK8EU458807
2014	TOYOTA	PRIUS V	JTDZN3EU2EJ012786
2014	TOYOTA	P-V ST WGN	JRDZN3EU1EJ014366
2014	TOYOTA	PRIUS	JTDKN3DU5E1780748
2014	TOYOTA	CAMRY	4T1BD1FK9EU138904
2014	TOYOTA	PRIUS V	JTDZN3EU7E3318807
2014	TOYOTA	P V - ST WGN	FTDXN3EU5EJ010336
2014	TOYOTA	PRIUS V	JTDZN3EU6EJ009809
2014	TOYOTA	P V - ST WGN	JTDZN3EU0EJ006503
2014	TOYOTA	PRIUS V	JTDZN3EU9EJ011764
2014	TOYOTA	PRIUS	JTDKN3DU8E0362660
2014	TOYOTA	PRIUS	JTDZN3EU8EJ004580
2014	TOYOTA	PRIUS V	JTDZN3EU1EJ013993
2014	TOYOTA	CAMRY	4T1BD1FK4EU097677
2014	TOYOTA	PRIUS V	JTDZN3EU2EY006681
2014	TOYOTA	PRIUS V	JTDZN3EU8EJ009312
2014	TOYOTA	CAMRY	4T1BD1FK0EU139360
2014	TOYOTA	PV - ST WGN	JTDZN2EU9EJ014888
2014	TOYOTA	P V - ST WGN	JTDZN3EUXEJ001857
2014	TOYOTA	PRIUS V	JTDZN3EU5EJ010370
2014	TOYOTA	P V - ST WGN	JTDZN3EU1E3364259
2014	TOYOTA	PRIUS	JTDKN3DU1E1760089
2014	TOYOTA	CAMRY	4T1BD1FKEU141491
2014	TOYOTA	PRIUS V	JTDZN3EU6E3363432
2014	TOYOTA	CAMRY	4T1BD1FK0EU140735
2014	TOYOTA	CAMRY	4T1BF1FK9EI332312
2014	TOYOTA	PRIUS V	JTDXN3EU2EJ005823
2014	TOYOTA	CAMRY	4T1BF1FK1EU329839
2014	TOYOTA	PRIUS V	JTDXN3DU2EJ010181
2014	TOYOTA	PRIUS V	JTDZN3EU0EJ005917
2014	NISSAN	SPT UTLTY	5N1CR2MNXEC656017
2014	TOYOTA	CAMRY	4T1BD1FKEU138150
2014	TOYOTA	SIENNA	5TDKK3DC2ES446308
2014	TOYOTA	CAMRY	4T1BD1FKXEU109251
2014	TOYOTA	PRIUS V	JTDZN3EU6EJ009325
2014	TOYOTA	CAMRY	4T1BF1FK6EU335068
2014	TOYOTA	PRIUS	JTDZN3EU2E3318522
2013	FORD	FUSION	3FA6P0G75DR249768
2013	TOYOTA	SIENNA	5TDKK3DC8DS283033
2013	FORD	FUSION	3FA6POG73DR194737
2013	FORD	FUSION	3FA6P0G78DR179246

2013	TOYOTA	SIENNA	5TDKK3DC9DS342526
2013	FORD	FUSION	3FA6P0G77DR305094
2013	TOYOTA	SIENNA	5TDKK3DCODS330085
2013	FORD	FUSION	3FA6P0G71DR194736
2013	FORD	FUSION	3FA6POG74DR194732
2013	FORD	FUSION	3FA6P0G75DR194738
2013	FORD	FUSION	3FA6P0G74DR179258
2013	FORD	FUSION	3FA6P0G70DR305101
2013	FORD	FUSION	3FA6P0G72DR194728
2013	TOYOTA	SIENNA	5TDKK3DC5DS321348
2013	FORD	FUSION	3FA6POG78DR194734
2013	FORD	FUSION	3FA6P0G75DR194724
2013	FORD	FUSION	3FA6P0G77DR194725
2013	FORD	FUSION	3FA6P0G7XDR179247
2013	FORD	FUSION	3FA6P0G73DR179235
2013	FORD	FUSION	3FA6P0G7XDR179250
2013	FORD	FUSION	3FA6P0G7XDR305090
2013	TOYOTA	SIENNA	5TDKK3DCXDS363854
2013	FORD	FUSION	3FA6P0G70DR194727
2013	TOYOTA	SIENNA	5TDZK3DC4DS325938
2013	TOYOTA	SIENNA	5TDZK3DC7DS326484
2013	TOYOTA	SIENNA	5TDZK3DC4DS321226
2013	TOYOTA	SIENNA	5TDZK3DC8DS339597
2013	TOYOTA	SIENNA	5TDZK3DC1DS317943
2013	TOYOTA	SIENNA	5TDZK3DC2DS322732
2013	TOYOTA	SIENNA	5TDZK3DC0DS324480
2013	FORD	FUSION	3FA6P0G79DR249773
2013	FORD	FUSION	3FA6P0G73DR349349
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2013	FORD	FUSION	3FA6P0G71DR349351
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2013	FORD	FUSION	3FA6P0G76DR249763
2013	FORD	FUSION	3FA6P0G72DR179243
2013	FORD	FUSION	3FA6P0G76DR305099
2013	FORD	FUSION	3FA6P0G771DR305091
2013	TOYOTA	CAMRY	4T1BD1FK8DU087328
2013	FORD	FUSION	3FA6P0G7XDR194735
2013	TOYOTA	CAMRY	4T1BD1FK1DU065235
2013	FORD	FUSION	3FA6P0G76DR249780
2013	FORD	FUSION	3FA6P0G78DR249781
2013	FORD	FUSION	3FA6P0G74DR311998
2013	TOYOTA	RAV4	JTMZFREV4DD017607
2013	FORD	FUSION	3FA6P0G77DR349354
2013	TOYOTA	CAMRY	4T1BD1FK0DU063704
2013	TOYOTA	PRIUS	JTDXN3EY5D3236492
2013	FORD	FUSION	3FA6P0G71DR305088
2013	FORD	FUSION	3FA6P0G7XDR349347
2013	FORD	FUSION	3FA6P0G75DR349353
2013	FORD	FUSION	3FA6P0G73DR249767
2013	TOYOTA	CAMRY	4T1BD1FK8DU096496
2013	FORD	FUSION	3FA6P0G76DR349345
2013	TOYOTA	CAMRY	4T1BD1FK9DU071249
2013	FORD	FUSION	3FA6P0G79DR349341
2013	FORD	FUSION	3FA6P0G7XDR249779
2013	TOYOTA	PRIUS HB	JTDKN3DU2D1646536
2013	FORD	FUSION	3FA6P0G70DR349342
2013	FORD	FUSION	3FA6P0G78DR349346
2013	TOYOTA	CAMRY	4T1BD1FK0DU080924
2013	MKT	LINC/WGN	2LMHJ5NK8DBL53159
2013	FORD	FUSION	3FA6P0G74DR349344
2013	TOYOTA	PRIUS	JTDKN3DU3D0355369
2013	FORD	FUSION	3FA6P0G77DR179254

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2013	FORD	ESCAPE	1FMCU9G96DUC59581
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2012	FORD	FUSION	3FAHP0GA4CR419346
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2012	FORD	FUSION	3FAHP0GA5CR264497
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2012	FORD	FUSION	3FAHP0GA7CR441180
2012	FORD	FUSION	3FAHP0GA3CR225939
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2012	FORD	FUSION	3FAHPOGAXCR419349
2012	FORD	FUSION	3FAHP0GA7CR450171
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2012	FORD	FUSION	3FAHP0GA1CR305580
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2012	FORD	FUSION	3FAHP0GA6CR450159
2012	FORD	FUSION	3FAHP0GA1CR312240
2012	FORD	FUSION	3FAHP0GA3CR312241
2012	TOYOTA	SIENNA	5TDZK3DCXCS273228
2012	TOYOTA	SIENNA	5TDZK3DC1CS270007
2012	TOYOTA	SIENNA	5TDZK3DC0CS273643
2012	TOYOTA	CAMRY	4T1BD1FK3CU040707
2012	TOYOTA	CAMRY	4T1BD1FK3CU053621
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2012	TOYOTA	PRIUS	4T1BB46K79U092681
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2012	FORD	FUSION	3FAHP0HA4CR274386
2012	FORD	FUSION	3FAH90GA9CR328881
2012	FORD	FUSION	3FAHP0GA3CR249304
2012	TOYOTA	PRIUS V	JTDXN3EU6C3077612
2012	TOYOTA	CAMRY	4T1BD1FK3CU042733
2012	TOYOTA	CAMRY	4T1BD1FK8CU036104
2012	TOYOTA	CAMRY	4T1BD1FK7CU031914
2012	TOYOTA	PRIUS	JTDZN3EU2C140009

2012	TOYOTA	CAMRY	4T1BD1FK2CU62486
2012	TOYOTA	PRIUS	JTDZN3EU4C3135328
2012	TOYOTA	CAMRY	4T1BD1FK5CU030700
2012	TOYOTA	PRIUS	JTDKN3DU4C1550583
2011	FORD	FUSION	3FAHP0GA1BR346256
2011	FORD	FUSION	3FAHP0GA9BR293483
2011	FORD	FUSION	3FAHP0GA4BR293486
2011	FORD	FUSION	3FAHP0GA1BR304668
2011	FORD	FUSION	3FAHP0GA2BR346248
2011	FORD	FUSION	3FAHP0GA8BR346254
2011	FORD	FUSION	3FAHP0GA5BR293481
2011	FORD	FUSION	3FAHP0GA0BR293484
2011	TOYOTA	CAMRY	JTDKN3DU0F0456033
2011	TOYOTA	PRIUS HB	JTDKN3DU7B0285288
2011	TOYOTA	PRIUS	JTDKN3DU6B1478302
2011	TOYOTA	CAMRY	4T1BB3EK5BU129552
2011	TOYOTA	PRIUS V	JTDKN3DU9B0286586
2011	FORD	FUSION	3FAHP0GA6BR346253
2011	NISSAN	ALTIMA	1N4CL2AP3BC135637
2011	TOYOTA	CAMRY	4T1BB3EKXBU139767
2011	TOYOTA	PRIUS	JTDKN3DU0B1382794
2010	FORD	CROWN VIC	2FABP7CV5AX113889
2010	FORD	CROWN VIC	2FABP7CV9AX126399
2010	FORD	CROWN VIC	2FABP7CV3AX113891
2010	TOYOTA	PRIUS HYB	JTDKN3DU9A0226306
2010	FORD	CROWN VIC	2FABP7CV0AX146850
2010	TOYO	PRIUS HYB	JTDKN3DUXA0223186
2010	FORD	CROWN VIC	2FABP7CV0AX146847
2010	TOYO	PRIUS HYB	JTDKN3DU6A0054042
2010	FORD	CROWN VIC	2FABP7CV5AX134466
2010	FORD	CROWN VIC	2FABP7CV5AX126402
2010	FORD	CROWN VIC	2FABP7CV2AX113901
2010	FORD	CROWN VIC	2FABP7CV3AX113888
2010	FORD	CROWN VIC	2FABP7CV1AX126395
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2010	FORD	CROWN VIC	2FABP7CV6AX134461
2010	FORD	CROWN VIC	2FABP7CV6AX113870
2010	FORD	CROWN VIC	2FABP7CV2AX146851
2010	FORD	CROWN VIC	2FABP7CV5AX113875
2010	TOYO	PRIUS HYB	JTDKN3DU5A0226738
2010	FORD	CROWN VIC	2FABP7CV5AX113892
2010	FORD	CROWN VIC	2FABP7CV2AX135638
2010	DODGE	CARAVAN	2D4RN4DE4AR342292
2010	DODG	GR CARAVAN	2D4RN4DE3AR260218
2010	CHRYSLER	TWN & CTRY	2A4RR4DE4AR192549
2010	CHRYSLER	TWN & CTRY	2A4RR4DE5AR374017
2010	DODGE	CARVAN	2D4RN4DE8AR331246
2010	CHRYSLER	TWN&CTRY	2A4RR4DE8AR186351
2010	DODG	GR CARAVAN	2D4RN4DE3AR260215
2010	FORD	CROWN VIC	2FABP7CV8AX146854
2010	TOYOTA	PRIUS	JTDKN3DU5A0080731
2010	TOYOTA	CHB	4T1BB3EK8AU115093
2010	FORD	CROWN VIC	2FABP7CV0AX135637
2010	FORD	CROWN VIC	2FABP7CV6AX126389
2010	FORD	CROWN VIC	2FABP7CV7AX126398
2010	FORD	CROWN VIC	2FABP7CB4AX134460
2010	TOYOTA	CAMRY	4T1BB3EK9AU120884
2010	FORD	CROWN VIC	2FABP7CV1AX134464
2010	FORD	CROWN VIC	2FABP7CV9AX113877
2010	FORD	ESCAPE	1FMCU4K37AKC63989
2010	FORD	CROWN VIC	2FABP7CV0AX113895

2010	TOYOTA	PRIUS	JTDKN3DUXA0071524
2009	FORD	CROWN VIC	2FAHP72V19X146296
2009	FORD	CROWN VIC	2FAHP72V39X146302
2009	FORD	CROWN VIC	2FAHP72V19X146301
2009	FORD	CROWN VIC	2FAHP72V09X146290
2009	FORD	CROWN VIC	2FAHP72V19X116697
2009	FORD	CROWN VIC	2FAHP72V69X146293
2009	FORD	CROWN VIC	2FAHP72V19X116702
2009	FORD	CROWN VIC	2FAHP72V09X146306
2009	FORD	CROWN VIC	2FAHP72V19X146282
2009	FORD	CROWN VIC	2FAHP72V59X146298
2009	FORD	CROWN VIC	2FAHP72V29X146291
2009	FORD	CROWN VIC	2FAHP72V49X109436
2009	FORD	CROWN VIC	2FAHP72VX9X116682
2009	FORD	CROWN VIC	2FAHP72VX9X146295
2009	FORD	CROWN VIC	2FAHP72V49X133297
2009	FORD	CROWN VIC	2FAHP72V79X146299
2009	CHRY	TOWN+CNTRY	2A8HR44E69R547534
2009	FORD	CROWN VIC	2FAHP72V99X146305
2009	FORD	CROWN VIC	2FAHP72V59X146270
2009	FORD	CROWN VIC	2FAHP72V79X116686
2009	FORD	CROWN VIC	2FAHP72V39X146297
2009	FORD	CROWN VIC	2FAHP72V59X146303
2009	FORD	CROWN VIC	2FAHP72V49X133302
2009	DODG	GR CARAVAN	1D8HN44E79B513606
2009	DODG	GR CARAVAN	1D8HN44E39B515451
2009	DODG	GR CARAVAN	2D8HN44E09R541989
2009	FORD	CROWN VIC	2FAHP72V79X146285
2009	TOYOTA	CAMRY	4T1BB46K69U077511
2009	FORD	CROWN VIC	4T1BB46K88U043245
2009	TOYOTA	CHB	4T1BB46K69U090615
2009	TOYOTA	PRIUS	JTDKN3DU7A0064451
2009	TOYOTA	CAMRY	4T1BB46K39U104650
2009	TOYOTA	PRIUS	2T1BD1FK8EU104761
2008	CHRY	TOWN+CNTRY	2A8HR44H38R671236
2008	MERC	GRAND MARQ	2MEFM75V68X626563

7. LIST OF ALL CHARGEABLE ACCIDENTS, MOVING VIOLATIONS OR CONVICITIONS FOR SUBSTANCE ABUSE IN THE LAST THREE (3) YEARS OF DRIVERS WHO WILL BE WORKING ON THIS CONTRACT:

DRIVER	CHARGEABLE ACCIDENTS/MOVING VIOLATIONS/SUBSTANCE ABUSE	CONVICTION YES/NO

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: Transportation, Inc dba Red Top Cab

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- (X) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

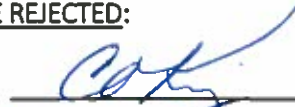
BIDDER NAME: Transportation, Inc. dba Red Top Cab

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: Philip L. Hodson
ADDRESS: 3251 Washington Blvd.
Arlington, VA 22201
E-MAIL: phodson@redtopcab.com

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: 
PRINT NAME AND TITLE: Charles O. King, Vice Pres

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): Philip Hodson TITLE: Director
E-MAIL ADDRESS: phodson@redtopcab.com TEL. NO.: 703-525-0900

SUBMITTED BY: (LEGAL NAME OF ENTITY) Transportation Inc. d/b/a Red Top Cab					
ADDRESS: 3251 Washington Blvd.					
CITY/STATE/ZIP: Arlington, Virginia 22201					
TELEPHONE NO: 703-525-0900			FACSIMILE NO.: 703-525-0908		
VA. CONTRACTOR LICENSE #:					
<p style="text-align: center;">THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u></p> <p style="text-align: center;"><input checked="" type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP</p>					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					YES
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:				0099461-6	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					No
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER: <input checked="" type="checkbox"/>

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

INVITATION TO BID NO. 16-295-ITB

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 31ST DAY OF MAY, 2016 FOR:

TRANSPORTATION SERVICES FOR THE CAB VOUCHER PROGRAM

At the time, date and place stated above, bids will be publicly opened.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANACT BUSINESS SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Vanessa Moorehead
Procurement Officer
vmoorehead@arlingtonva.us

ITB No. 16-295-ITB

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Vanessa Moorehead, Procurement Officer in the Office of the Purchasing Agent, at ymoorehead@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 16-295-ITB-LW Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER MAY 13, 2016, AT 5:00 P.M. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A WILL BE ADDRESSED IN ADDENDUM B, IF NEEDED. QUESTIONS RELATED TO ADDENDUM A QUESTION RESPONSES MUST BE SUBMITTED BY MAY 20, 2016 AT 5:00 PM TO BE CONSIDERED FOR ADDENDUM B.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. **One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the invitation to Bid above.** Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not

affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

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

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington

County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS /REFERENCES

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder shall provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications (Attachment D). Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this

solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. PARKING

At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

21. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the

Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

22. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

23. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

24. METHOD OF AWARD

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

Lowest bidder will be determined by: the total on the Bid Form for Section I: Meter Cost plus the total cost of Section II: Extra Charges.

25. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

I. INTRODUCTION

Arlington County, Virginia will receive bids for the provision of transportation services for the County's "Cab Voucher" Program. Requirements for the program are described below.

II. CAB VOUCHER PROGRAM

A. DESCRIPTION OF CAB VOUCHER TAXI TRANSPORTATION PROGRAM

The Cab Voucher Transportation Program ("Program") provides assistance with taxi transportation for certain clients of the Department of Human Services. The Program assists clients to meet medical appointments and other non-emergency appointments.

The County's Department of Human Services ("DHS") distributes Cab Vouchers ("Voucher") directly to the designated clients for use under this program. A client will select from the list of selected cab companies the company of his/her choice for each authorized trip. The client will pay the taxi fare with the Voucher. The Voucher will identify the authorized point of pick-up of the client and the authorized destination. The Vouchers provided to the cab companies by the client shall be the only document used for payment of the taxi fare, no other voucher or form shall be used. The Vouchers will include information needed for the cab company to deliver the client to the accurate destination. The Voucher will be a two-part form; the top copy shall be submitted to the County with the invoice issued by the cab company, the bottom for the taxi driver/cab company file. All of the cab company's drivers must accept the County's Vouchers.

The cab company shall not take a client to any destination other than that indicated on the Voucher. The cab company may not make unauthorized interruption of the trip between the beginning of the trip and the arrival at the destination.

In an urgent situation, a social worker may request transportation of a client who does not have a Voucher. In such case, the social worker shall call the cab company and provide the name of the client, identify the pick-up point and the destination, and fax a completed Voucher to the cab company prior to the start of the trip. The cab company shall submit the fax form of the Voucher with the invoice for the trip.

B. OBLIGATIONS OF THE TAXI DRIVER AND CAB COMPANY

1. The taxi driver keeps both copies of the Voucher.
2. The taxi driver shall insert the total charges on the Voucher, attach the cab meter receipt, and send the top copy of the Voucher and the cab meter receipt to the cab company for attaching to the invoice.
3. The cab company shall forward Vouchers received along with the cab meter receipt, during the billing month to the specific DHS Program Officer, along with an invoice for payment. Each DHS Program will issue a separate Purchase Order identifying the address to which the cab company shall send the invoices. The Vouchers shall be billed to the correct DHS agency on a monthly basis. The Vouchers shall be submitted for payment within thirty (45) days of receipt by the cab driver.
4. The County will pay only for authorized services, charges for unauthorized services will not be paid. Trip charge shall not include tips, or any other charges, except meter fare. Unauthorized stop(s) between the origination and the destination is not permitted, and will not be paid by the county.

5. All information on the Vouchers submitted for payment must be completed, including information on date of trip, pick-up point and destination; DHS staff signature or name of authorizing DHS staff, and signature of client. Vouchers with incomplete information will not be honored by the County.

C. OBLIGATIONS OF THE COUNTY

1. The County Project Officer will distribute to all authorized clients the information about available services, service hours, and fares of all participating cab companies.
2. The County will reimburse the cab company for the value of the Vouchers submitted with corresponding, completed trip logs and an invoice, provided the Vouchers are submitted within thirty (30) days of their use (The County should be invoiced on a monthly basis). Accurate trip origin, trip destination, fare, and date shall constitute a complete trip log which shall accompany and shall correspond with the Vouchers submitted with the invoice. The invoices that are not supported by the above identified documentation will be returned to the cab company for correction.
3. Payment will be made by the County to the Contractor within thirty (30) days of submission of a correct invoice.

D. OBLIGATIONS OF THE CLIENT

1. The client must present the Voucher to the taxi driver at the time of the start of the taxi ride.
2. The client shall sign in the box marked "Client Signature" once he/she reaches his/her destination.
3. The client may use the Voucher only for transportation to the destination authorized by DHS (identified on the Voucher). The client is not permitted to alter the Voucher or make any unauthorized stops between the origination and the destination.
4. The client shall provide to the cab company at least one (1) hour advance notification if the client is using a wheel chair or walker.

III. PERFORMANCE SPECIFICATIONS

A. SAFETY

The safety of the clients during transit, pick-up and unloading is of paramount concern and must be reflected throughout the taxi driver's performance and conduct.

The Contractor shall have a written emergency procedure in place. A copy of the procedure shall be provided to the County upon request.

In the event of an accident, the taxi driver shall call 911 for emergency response. After calling 911, the taxi driver shall then notify the DHS Project Officer. In all instances in which 911 is called, the Contractor shall submit a copy of the accident report to the DHS Project Officer.

Only the taxi driver and the client may be in the vehicle during the transportation under this agreement.

Taxi drivers shall stop at the safest and easiest location for loading and unloading a client. The drivers shall not stop across the street from the point of client's departure or arrival.

B. EQUIPMENT

All equipment, including back-up vehicles, shall at all time be in first class mechanical condition and shall be free from appearance defects such as unsightly body damage, or dirty condition. If safety of the client(s) warrants, the County retains the right to inspect any vehicle used under this contract. The cab company must correct any defects identified as result of such inspection within three (3) days. If the County determines that a vehicle is unsafe, the County may direct the cab company to immediately withdraw the vehicle from service, until the problem is corrected.

All seats in each vehicle used under this contract shall be equipped with seat belts. Drivers shall ensure that each passenger is seated and seat belts are securely fastened for each occupant and wheelchairs and wheelchair passengers are properly secured at all times that the vehicle is in motion. Vehicles shall have locking doors.

All vehicles shall have effective heating and air conditioning for use in appropriate seasons, to maintain in the vehicle a temperature range of 65° F to 80° F.

The cab company shall, upon receipt of advance notification from the client, provide vehicle(s) suitable for transporting clients using wheel chairs and walkers. The clients will have wheelchair transfer skills. If a client is found not to have wheelchair transfer skills, the driver may refuse transportation and shall advise the client to notify the County agency that issued the Voucher. A sedan with trunk space sufficient to carry a wheelchair is considered suitable for this type of transportation.

C. CONDUCT

Taxi drivers shall not request or receive money from the client.

Smoking, eating and drinking in the vehicle by the driver or the client is prohibited.

The cab company shall comply with the applicable provisions of Americans with Disabilities Act.

D. RECORDS

The cab company shall provide to the County Project Officer a copy of their personnel policies and procedures relating to driver qualifications, conduct, evaluation, and conditions for termination of employment.

E. ARLINGTON COUNTY TAXICAB RATES



ARLINGTON COUNTY, VIRGINIA
POLICE DEPARTMENT



**THESE RATES APPLY TO TAXICABS IN
ARLINGTON COUNTY, VIRGINIA**

This taxi shall be under the direction of the passenger and shall travel by the route designated by the passenger if there is a preference. Any stopovers enroute shall be at the direction of the passenger. For such service, it shall be unlawful to charge other than the following rates, which are:

I. DETERMINED BY THE METER

A. INITIAL CHARGE (Includes loading and first one-sixth mile)	\$3.00
B. Each additional ONE-SIXTH MILE	.38
C. Each 56 SECONDS OF WAITING TIME	.36

WAITING TIME SHALL INCLUDE:

- Time consumed while the taxi is waiting and available to the passenger beginning five minutes after the time of arrival at the place to which it has been called. No time shall be charged for passenger response to a call.
- Time consumed while the taxi is stopped or slowed for traffic.
- Time consumed for delays or stopovers at the direction of the passenger.
- Waiting time shall not include time lost due to inefficiency of the taxi.

II. EXTRA CHARGES

D. Each ADDITIONAL PASSENGER over 12 years of age	\$1.00
E. Each SUITCASE IN EXCESS OF TWO, IF HANDLED BY THE DRIVER	.50
F. CLEANING FEE: To be imposed when passengers dirty or foul a cab such that it needs to be removed from service for cleaning	\$25.00
G. SURCHARGE for each trip ORIGINATING at a Washington National Airport Taxi Stand	\$3.00

ORIGINATING SEVERAL PASSENGERS TO DIFFERENT DESTINATIONS:

When the first passenger gets out and pays the fare, the meter shall be **RESET**. However, if the second passenger has agreed to pay the full fare, the meter shall not be reset.

SMOKING IS PROHIBITED WHILE RIDING IN THE TAXI

IF YOU HAVE A COMPLAINT ABOUT THIS TAXI OR THE DRIVER: Contact the Arlington Police Inspector's Office at 703-228-4258, weekdays. Please note the taxi company, vehicle number, and publicly-displayed driver's license number. This taxi must use the meter to determine the above rates of fare. The meter should be clearly visible to the passenger. The driver cannot refuse to transport an orderly passenger and must provide a written receipt upon request.

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CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No.16-295-ITB.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide transportation services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The Work shall commence on the date of the execution of the Agreement by the County, and shall be completed no later than **June 30, 2019** ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than two (2) additional twelve (12) month periods from **July 1, 2019** to **June 30, 2021**, (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

The Contract unit price(s) shall remain firm until **June 30, 2019** ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to Contract unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in April of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency

requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

8. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

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

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

10. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, 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, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

13. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

19. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

20. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

22. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information,

social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

23. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

24. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

25. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

26. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

27. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor

any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

28. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

29. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

31. ASSIGNMENT

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

32. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

35. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

36. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

37. NONEXCLUSIVITY OF REMEDIES

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

38. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

39. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

40. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

41. SURVIVAL OF TERMS

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

42. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

43. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

44. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

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

45. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

46. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that adequate communication and/or interpretation/translation services are available to persons seeking services who have limited ability to communicate and/or limited English proficiency. If such services are not included in contract scope of services and pricing, the Contractor agrees to use services of a County-contracted service provider and fees will be paid for by the County at prevailing contract rates.

47. HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County's Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify County for any and all loss, damages, liability, exposure, or costs resulting therefrom.

48. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

49. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation, Attachment C:

- a. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- b. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is

no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

- c. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- d. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- e. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.