

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> First Transit, Inc. 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202	<b>DATE ISSUED:</b> <b>CONTRACT NO:</b> <b>CONTRACT TITLE:</b>	September 16, 2021 <hr/> 21-DES-RFPLW-295 <hr/> Management & Operation of the Arlington County Para-Transit Call Center Program (Specialized Transit for Arlington Residents (STAR)) <hr/>
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-RFPLW-295 including any attachments or amendments thereto.

**EFFECTIVE DATE:** September 16, 2021

**EXPIRES:** September 12, 2026

**RENEWALS:** 5(5) One-Year Option Periods from September 13, 2026 to September 12, 2031

**COMMODITY CODE(S):** PROVIDE AT LEAST ONE COMMODITY CODE

**LIVING WAGE:** Y

**ATTACHMENTS:**

AGREEMENT No. 21-DES-RFPLW-295

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Tim McCann

**VENDOR TEL. NO.:**

**(513) 241-2400**

**EMAIL ADDRESS:** Tim.McCann@FIRSTGROUP.COM

**COUNTY CONTACT:** William Jones (DES AND  
Transportation/Transit Bureau)

**COUNTY TEL. NO.:**

**(703) 228-7502**

**COUNTY CONTACT EMAIL:** wjones@ARLINGTONVA.US

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**PURCHASING DIVISION AUTHORIZATION**

**Sy Gezachew**

**Title: Procurement Officer**

**Date: September 16, 2021**

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

**AGREEMENT NO. 21-DES-RFPLW-295**

THIS AGREEMENT is made, on **September 13, 2021** by the County, between **First Transit, Inc.** 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (“Contractor”) a Delaware Stock Corporation authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** (“County”), collectively “Party” or “Parties”. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The “Contract Documents” consist of this Agreement and the following:

- EXHIBIT A – Scope of Work
- EXHIBIT B – STAR Software Technical Requirements
- EXHIBIT C – National Transit Data Base (NTD) Reporting STAR Requirements
- EXHIBIT D – Electronic Data Transfer Protocols to STAR Para-transit Service Providers
- EXHIBIT E – Office Space Layout
- EXHIBIT F – Price Schedule
- EXHIBIT G – Living Wage Forms
- EXHIBIT H – Business Associate Agreement (HIPPA)
- EXHIBIT I – County Nondisclosure and Data Security Agreement (Contractor)
- EXHIBIT J – County Nondisclosure and Data Security Agreement (Individual)
- EXHIBIT K – Contractor COVID-19 Vaccination Certification
- EXHIBIT L – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

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

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Attachment A), the primary purpose of the Work is the management and operation of the Arlington County Para-Transit Call Center Program (Specialized Transit for Arlington Residents (STAR)). It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Work under this Agreement shall commence on the date of the execution of the Agreement by the County. The Contract Term shall be a five (5) year Base Term with Five (5) One-Year Option Periods.

The County may request continued performance of any services within the limits and at the rates agreed upon by the parties. This option provision may be exercised more than once, but the total extension hereunder shall not exceed Six (6) months. The parties may exercise the option by written agreement within Thirty (30) calendar days of Contract expiration.

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment F. This is a Firm Fixed-Unit Price Contract.

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

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until September 6, 2026 (five (5) year base period) ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U" ) for the 12 months of statistics available at the time of the Contract's renewal.

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

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

**7. PAYMENT**

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

**8. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amounts detailed in the Price Schedule shall include all costs and expenses of providing the services described in this Contract.

**9. PAYMENT OF SUB-CONTRACTORS**

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

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

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

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

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

**10. NO WAIVER OF RIGHTS**

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

**11. NON-APPROPRIATION**

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

**12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

**13. COUNTY PURCHASE ORDER REQUIREMENT**

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

**14. REPLACEMENT OF PERSONNEL AND SUB-CONTRACTORS**

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

The Contractor may not replace Key Personnel or sub-contractors identified in its proposal, including the approved General Manager, without the County's written approval. The Contractor shall submit any request to remove or replace Key Personnel or sub-contractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request shall contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

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

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

**15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

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

- E. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each sub-contractor or vendor.

**16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor shall adhere to the following:

(i) provide a drug-free workplace for its employees;

(ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition;

(iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace, and

(iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each sub-contractor or vendor.

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

**18. SEXUAL HARASSMENT POLICY**

If the Contractor employs more than Five (5) employees, the Contractor shall provide (i) annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**19. SAFETY**

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

**20. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented

various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent within five working days of the end of each quarter (see Exhibit L). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, Offerors may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

## **21. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor shall not place any further orders or subcontracts for materials, services or facilities; shall terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and shall immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

### **A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor shall submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure

Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor shall continue to provide its services as previously scheduled through the termination date, and the County shall continue to pay all fees and charges incurred through the termination date.

2. **Termination for Breach or Default.** If the County determines that the Contractor is in default or breach of any Contract provision or condition, then the County will give the Contractor written notice of such default or breach and the opportunity to cure them within 30 days. If at the end of such 30-day period, the Contractor has not remedied the purported default of breach, the County may terminate this Agreement. The Contractor will not be permitted to seek termination costs.

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

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

## **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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

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

## **22. INDEMNIFICATION**

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



Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**23. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**24. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use sub-contractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such sub-contractors or third parties related to this Contract.

**25. OWNERSHIP OF WORK PRODUCT**

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

All work product, in any form, that results from this Contract is the property of the County and shall be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor shall include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with sub-contractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

## **26. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or sub-contractors working on-site at County facilities or otherwise performing any work under this Contract) shall sign the NDA (Attachment I) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor shall provide to the County a copy of its data security policy and

procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor shall also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor shall maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives shall provide data-at-rest encryption. The County's Chief Information Security Officer or designee shall approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within Thirty (30) days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor shall, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its sub-contractors or agents. The Contractor shall certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor shall notify the County Chief Information Officer and County Project Officer within Twenty-Four(24) hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Sub-Contractors.** If sub-contractors are permitted under this Contract, the requirements of this entire section shall be incorporated into any agreement between the Contractor and the sub-contractor. If the sub-contractor will have access to County Information, each sub-contractor shall provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

## **27. ETHICS IN PUBLIC CONTRACTING**

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

## **28. COUNTY EMPLOYEES**

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

**29. FORCE MAJEURE**

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

**30. 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 entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**31. RELATION TO COUNTY**

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

**32. ANTITRUST**

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

**33. REPORT STANDARDS**

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

Whenever possible, proposals shall comply with the following guidelines:

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

**34. AUDIT**

The Contractor shall retain all books, records and other documents related to this Contract for at least five years after the final payment and shall allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor shall provide any requested documents to the County for examination within Fifteen (15) days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor

shall, within Thirty (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 shall give the County at least 30 days' notice and shall not dispose of the documents if the County objects.

**35. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that First Transit may, without approval, assign the contract to a parent, subsidiary, related or affiliated company. Furthermore, First Transit shall have the right to assign or otherwise transfer this contract in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party.

**36. AMENDMENTS**

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

**37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

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

**38. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract shall be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than Sixty (60) days after the Final Payment.

The time limit for a final written decision by the County Manager is Thirty (30) days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor shall continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

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

**40. ARBITRATION**

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

**41. NON-EXCLUSIVITY OF REMEDIES**

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

**42. NO WAIVER**

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

**43. SEVERABILITY**

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

**44. ATTORNEY'S FEES**

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

**45. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: **INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.**

**46. HEADINGS**

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

**47. AMBIGUITIES**

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

**48. NOTICES**

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

**TO THE CONTRACTOR:**

Mr. Bradley A. Thomas, President  
First Transit Inc.  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202  
Email: [brad.thomas@firstgroup.com](mailto:brad.thomas@firstgroup.com)  
Tel : (513) 241-2400

**TO THE COUNTY:**

William Jones, Project Officer

Department of Environmental Services  
Division of Transportation/Transit Bureau  
2100 Clarendon Boulevards, Suite 900  
Arlington, Virginia 22201  
Tel: (703)-228-7502  
Email: [wjones@arlingtonva.us](mailto:wjones@arlingtonva.us)

AND

Sharon T. Lewis, Purchasing Agent  
Arlington County Government  
2100 Clarendon Boulevard  
Suite 500  
Arlington, Virginia 22201  
Telephone: 703-228-3294

TO THE COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS)  
Mark Schwartz, County Manager  
Arlington County Government  
2100 Clarendon Boulevard  
Suite 318  
Arlington, Virginia 22201

**49. ARLINGTON COUNTY BUSINESS LICENSES**

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

**50. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**51. 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 as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**52. HIPAA COMPLIANCE**

The Contractor shall comply with the 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 is designated a Business Associate for purposes of this Contract and shall execute the attached Arlington County Business Associate Agreement (Attachment H). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor shall also enter into an agreement with any sub-contractors that, in a form approved by the County, requires the sub-contractor to protect PHI to the

same extent as the Arlington County Business Associate Agreement. The Contractor shall ensure that its sub-contractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract shall be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its sub-contractors and for any failure of its sub-contractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

**53. ACCESSIBILITY OF WEB SITE**

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

**54. ADA COMPLIANCE**

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

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

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

**55. SERVICE CONTRACT WAGE REQUIREMENTS**

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this



Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or sub-contractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the current judgment rate set by Virginia law. The Contractor shall not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Attachment G);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment G;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll report for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment G).

d. CONTRACTOR RECORD KEEPING

The Contractor shall preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and shall allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor shall provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

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

**56. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor shall maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage shall be acquired from

insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory Workers Compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit shall apply to this Contract. Evidence of contractual liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents shall be named as additional insureds on all policies except Workers Compensation and automotive and professional liability; and the additional insured endorsement shall be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor shall notify the Purchasing Agent immediately and shall, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Claims-Made Coverage - Any "claims made" policy shall remain in force, or the Contractor shall obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates shall state this Contract's number and title.

The Contractor shall disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor shall provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

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

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

**57. NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTC) AND VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION (VDRPT) PROVISIONS**

The Contractor shall name the Northern Virginia Transportation Commission (NVTC) and its Bond Trustee, the Commonwealth of Virginia, the Commonwealth Transportation Board (CTB), DRPT, the Virginia Department of Transportation (VDOT) and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be performed, and present satisfactory evidence of insurance coverage before commencing with any Work, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Project, or any breach by the Contractor of its representations or warranties in this Project; (b) any actual or willful misconduct or negligence of Contractor its employees or agents in direct connection with the Work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Contractor in direct connection with the Work; (d) inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Contractor, its employees or agents in direct connection with the work; or (e) any assumed liabilities.

The Contractor shall indemnify and hold harmless, NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents from the same losses.

**58. CONTRACTOR PERFORMANCE EVALUATION**

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. At a minimum, evaluations will be completed at Fifty Percent (50%) completion of the Period of Performance and within Sixty (60) calendar days from completion of the Period of Performance and prior to final payment to the Contractor. The evaluations will address the Contractor's quality of work, cost controls, schedule, timeliness and sub-contractor management.

The Project Officer shall be responsible for completing the evaluations and will provide a copy of the evaluation to the Contractor and County Procurement Officer.

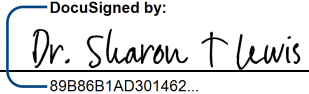
**59. COUNTERPARTS**

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

**WITNESS these signatures:**

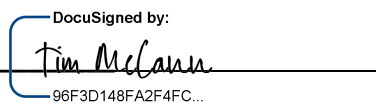
**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**

**CONTRACTOR**

**AUTHORIZED SIGNATURE:**  89B86B1AD301462...

**NAME:** DR. SHARON LEWIS  
**TITLE:** PURCHASING AGENT

**DATE:** 9/16/2021

**AUTHORIZED SIGNATURE:**  96F3D148FA2F4FC...

**NAME AND TITLE:** Tim McCann  
Sr. Vice President

**DATE:** 9/16/2021

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CALL CENTER SERVICES AND MANAGEMENT OF THE SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS (STAR) PARA-TRANSIT PROGRAM**

The Contractor shall provide the overall and day-to-day management, technical and operating services for the Arlington County Para-transit Operation (Arlington STAR).

##### **A. HOURS OF OPERATION**

Normal hours of operation are as follows:

- Monday through Friday -7:00 A.M. – 7:00 P.M. (excluding County holidays);
- Saturday - 8:30 A.M.– 5:30 P.M.;
- Closed on Sundays, except on Sundays before a Monday holiday (excepting Christmas and New Year's Day) from 10:00 A.M.- 3:00 P.M.;
- STAR rides shall be scheduled between 7:30 A.M.-6:30 P.M, Monday through Friday; Saturdays between 9:00 A.M- 5:00 P.M., (reservation staff shall be required during these times);
- Call Center is closed on County holidays;
- If inclement weather occurs, STAR follows Arlington County Government's operating policy.
- If the County requires the STAR Call Center to book or record same-day rides for a County sponsored program, the Contractor shall provide a 24- hour recorded line while the Center is closed to record ride requests which shall request and note the rider's name, pickup address, pickup day and pickup time.
- The County reserves the right to modify hours of operation at any time during this Contract. If hours of operation are modified, the County's Project Officer will provide notice 30 business days in advance of such modification.

##### **B. EMAILS**

All Contractor staff under this Contract shall have emails with the @arlingtonva.us suffix, which will be coordinated with the County's Project Officer. The Contractor shall monitor, reply to, and save emails sent to [star@arlingtonstar.com](mailto:star@arlingtonstar.com) and make emails available to the County Project Officer if requested.

##### **C. OFFICE SPACE/OFFICE EQUIPMENT/AUTOMOBILE REQUIREMENTS**

The Contractor shall arrange for the provision of office supplies, printers, and copiers and functionality associated with Call Center operations including the provision of staffing and automobiles.

###### **1. Office Space**

The County will provide Office Space in Arlington County along the Columbia Pike corridor (with access to public transit), configure the space, and provide cubicles /work stations, phones, computers (Windows 10 Operating System), and chairs.

This Office Space is leased by the County in a building that has an electronic security building entry system to control after-hours access. The Contractor shall not make any alterations to the Office Space without prior approval from the County's Project Officer.

The Contractor acknowledges that the County may provide the Contractor with space leased from others, in which case the Contractor agrees to adhere to all restrictions and conditions in the lease between the County and the property owner. The Contractor will be provided with a copy of the lease for review after notice to proceed.

The County at its sole discretion may change the physical location of the Office Space at any time during this Contract. Maintenance of the County provided space including replacement of furniture and equipment shall be the sole responsibility of the Contractor. Currently Janitorial services is a part of the County-leased agreement with building manager for the Office Space and not a Contractor responsibility.

- a. The Contractor agrees, after a full and complete inspection thereof, that Contractor shall be using the Office Space without any County representation or warranty, express or implied in fact or by law, and without recourse against the County as to the layout, condition or usability of the Office Space.
- b. The Contractor shall have access to the Office Space only during regular business hours, unless otherwise instructed by the County's Project Officer.
- c. The Contractor shall operate the Office Space only for the operation of a call center for the County's STAR Program and other uses incidental thereto, such as transportation related public meetings.

Any proposed change in the use by the Contractor of the Office Space shall require prior written approval of the County's Project Officer, which may be withheld at County's sole discretion.

- d. The Contractor shall not make any alterations, installations, changes, replacements, repairs, additions or improvements (collectively, "alterations") in or to the structural elements of the Office Space. The Contractor shall not make any non-structural or cosmetic alterations to the Office Space without the prior written consent of the County's Project Officer, which consent may be granted or withheld in the County's sole and absolute discretion.
- e. The Contractor shall not install personal property, trade fixtures, machinery, equipment or other temporary installations in or upon the Office Space if such installation requires, involves, or includes alterations to the walls, ceiling or floor of the Office Space without the prior written consent of the County's Project Officer, which consent may be granted or withheld in the County's sole and absolute discretion.

Alterations to the walls, ceiling and floor includes but is not limited to drilling, nailing, bolting, or otherwise fastening equipment in a fashion that would require puncturing the walls, ceiling or floor. All such installed personal property, trade fixtures, machinery, equipment or other temporary installation in the Office Space shall not be removed from the Office Space without the County's Project Officer prior written consent.

The Contractor shall bear all the costs of removal and repair of all damage to the Office Space.

- f. Contractor shall not use the Office Space in any manner that would cause the County to be in violation of its Lease.

**2. Office Equipment**

The County will, except as noted below, provide all office equipment needed by the Contractor's on-site staff to perform their work under this Contract. All office equipment, computers, telephones, two (2) TV monitors/screens and furniture are, and shall remain, the property of the County.

The Contractor shall be responsible for providing the following;

- Replacement of furniture-chairs, desks, etc.;
- Office Supplies-paper, pencils, pens, paper clips, etc.;
- Provide the server and own and manage the contract to install, provide and facilitate Internet service;
- Printer/Copier with fax machine and scanning capabilities
- Maintenance of all hardware and replacement of hardware as necessary to maintain daily functionality and avoid obsolescence is the responsibility of the Contractor.

**3. Insurance Coverage**

The Contractor shall provide all insurance coverage for all property and leased equipment in the STAR Call Center. The Contractor will not be responsible for any environmental conditions existing at the facility prior to when the Contractor moves into the facility .

**4. Remote Access**

The County's Project Officer will have the authority to remote access into the Contractor's software solution for the following purposes:

- a) To independently produce reports;
- b) To see the Contractor's assigned trips for the next day in the event of inclement weather; and
- c) To ensure the Para-transit Service Providers receive and update trip information when the Call Center is closed.

**5. Automobile(s)**

The Contractor shall provide automobile(s) for Contractor staff to provide the following services:

- 1) Conduct required field checks to observe and monitor the Para-transit Service Providers' on-time performance, driver technique, and vehicle condition,
- 2) Conditions at pickup or drop-off sites, and
- 3) Investigate complaints made by STAR patrons, Para-transit Service Providers related to STAR patrons, and/or the County. The call center does street monitoring based on complaints received as needed.

The Contractor shall be responsible for all vehicle maintenance and insurance coverage of the automobile(s). Damages to the automobile(s) for Contractor staff shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor.

**D. STAR SERVICE REQUIREMENTS**

**1. STAR Service Area**

The STAR service is as follows:

- Arlington County
- District of Columbia (Washington DC)
- Fairfax County, Virginia
- Cities of Alexandria, Falls Church, and Fairfax in Virginia
- Montgomery County, Maryland
- Prince George's County, Maryland – No service on Sundays and Holidays
- Service area may be modified by the County at any time during this Contract.

**2. Clientele**

The STAR program provides transportation services to persons with disabilities certified eligible under the regional Metro Access program and is the predominant service to be provided under this Contract. The service under this program is approximately Three Hundred (300) trips per month for the above population.

Approximately, Twenty-Three Percent (23%) of STAR riders use wheelchairs or scooters and therefore the Contractor shall maintain a database of STAR riders, noting requirements for their transportation safety including but not limited, to Star rider's impairments, mobility, assistive devices and other characteristics.

Additionally, the Contractor shall service clients with limited English Proficiency; however, the County will provide the Contractor access to a language translation service via conference call when translation services are required.

**3. Client Relations**

The Contractor shall have primary responsibility for client relations, including but not limited to the following:

- a. Maintain client database information to include verification of eligibility through Metro Access as well internal verification of current Arlington County residency, change of address;
- b. Answer telephone calls (One Hundred Percent) 100% of calls shall be recorded and retained for at minimum Three (3) months) and/or read and respond to emails and text messages from clients concerning trip in-take requests, scheduling and requests for general information on the same day of the call, email, and/or text message requests;
- c. Respond to Customer Comments using software supplied by the County within Three (3) business days of receipt of comments (see D.11 Contractor Customer Service Requirements). This software is Health Insurance Portability and Accountability Act (HIPPA) compliant;
- d. Schedule rides ensuring on-time arrivals;



- e. Monitor and ensure County Para-transit Service Providers avoid early departures at destinations;
- f. Advising clients to allow sufficient travel time;
- g. Offering services on a shared-ride basis to maximize efficiency in the number of rides provided;
- h. With the exceptions of rides to essential time-sensitive medical treatments during inclement weather, prior standing-order appointments and/or regularly recurring rides, the Contractor shall not prioritize the trips of any individual customer, group of customers, or trip purpose; and,
- i. Perform Quality Control/Quality Assurance (QA/QC) monitoring on a monthly basis via client interviews, field inspections, or trip delivery and provide information found as a result of QA/QC to the County Project Officer by the 10<sup>th</sup> of each month.

#### **4. File Requirements**

STAR client files and scheduling data are proprietary, confidential, and shall remain the property of the County. The Contractor shall not use nor release any of this information except as requested directly by the County Project Officer.

#### **5. Para-Transit Service Providers Coordination Activities with Para-Transit Service Providers**

The Contractor has coordinating responsibilities with the County's Para-Transit Service Providers including:

- a. Prepare and transfer route manifests for the STAR to the Para-Transit Service Providers.
- b. Conduct field checks as required to observe the Para-Transit Service Providers' performance such as on-time performance, driver technique and vehicle condition as well as conditions at pickup or drop-off sites as needed when a complaint arises.
- c. Investigate customer complaints made against the Para-Transit Service Providers as requested by the County's Project Officer.
- d. Monitor daily service delivery by the County's Para-Transit Service Providers. Managing the passenger no-show process as specified in the STAR Rider Guide.
- e. Informing the County's Project Officer of all incidents involving clients and other incidents affecting the service and coordinating response with the relevant County's Para-transit Service Providers.  
Incidents involving clients shall be reported to the County's Project Officer within 12 hours of the incident occurring. All incidents involving injury shall be reported immediately. The County's Para-Transit Service Providers are responsible for thoroughly documenting all incidents as required for National Transportation Database (NTD) reporting and conveying all documentation to the Contractor and Project Officer as soon as practicable.
- f. Monitor that the County Para-transit Service Providers dispatch replacement vehicle(s) as needed when STAR vehicles are involved in breakdowns or accidents and informs the County's Project Officer immediately.
- g. At a minimum, conduct one (1) vehicle condition spot check for each 1,000 rides provided each month scheduled through the STAR Call Center, with those spot checks apportioned over the course of a year with one-third of the checks conducted on dedicated vehicles, to ensure that they are in compliance with the requirements

provided under this contract, as well as the County contracts with the dedicated vehicle contractor(s) and the taxi-dispatch contractor(s).

Perform data entry of any actual trip information on a contingency basis that may occur due to communication failures, not directly conveyed electronically, i.e., pick up time, drop off time, miles, no shows, cancellations received from carriers.

- h. Evaluate bi-weekly and/or monthly invoices from the County's Para-transit Service Providers for proper billing, client trip assignment, assess whether Incentives and Deductions have been incurred and forward recommendations to the County's Project Officer.
- i. Attend and participate in meetings and/or training sessions with the Para-transit Service Providers as identified by the County Project Officer.

6. **Fare Policy** - The Contractor shall inform and ensure riders pay fares according to fare zone requirements. Additionally, the Contractor shall ensure that all STAR daily trip itineraries start and/or end in Arlington.

Fare zones are as follows:

- Zone 1- Arlington County
- Zone 2-District of Columbia, Virginia within the Capital Beltway (Interstate-495), and the INOVA Fairfax Hospital campus
- Zone 3- Maryland – Montgomery County and Prince George's County and Virginia - City of Fairfax and Fairfax County west of the Capital Beltway (Interstate-495)

#### **7. Advance Reservations**

Advance reservations shall be in accordance with the following:

- Clients shall reserve 24 hours to one (1) week in advance of proposed trip;
- Requests for Saturday, Sunday Monday shall be received the Friday by close of business before the proposed trip;
- Same day trips on STAR are not allowed except for trips for medical needs (the Call Center determines if a same day trip request is granted);
- Riders may schedule will-call returns from (1) medical appointments or (2) from depots providing connections from inter-city travel, i.e., Dulles International Airport, Reagan Washington National Airport, Washington Union Station.

#### **8. Trip Booking**

Most STAR users book trips through the Call Center. Approximately 20% of STAR users book trips via a website provided, owned, and maintained by the existing Contractor at [www.starontheweb.us](http://www.starontheweb.us), which is a 508-compliant website accessible to screen-readers.

The Contractor shall be responsible for either obtaining the existing website domain or create a new website domain for STAR clients to utilize and shall develop or use a third-party platform to create a new website and mobile application to accommodate trip booking, ensuring it is fully 508-compliant as well as compliant with the interactive Voice Response (IVR) system.

The County requires a website that shall meet the new Information and Communication Technology Final Rule for 508-compliance standards recently endorsed by the US Access Board. The Contractor

shall be responsible for the web hosting, maintenance, updates, hosting fees, and any associated costs. The County shall own the domain, website, and mobile application at the end of the Contract.

Trip booking shall factor in and include the following:

- 1) Arrival times rather than pickup times,
- 2) Drop-off times shall be scheduled not less than five (5) minutes prior to appointment time to allow riders to get from the vehicle to the appointment or work location,
- 3) Departure and arrival addresses for each trip-booking shall be geo-fenced to enable quick verification the driver is at the correct location for passenger pick-up or drop off,
- 4) Trip booking software shall have the capability to estimate travel time (including posted speed limits) or utilize real-time travel information,
- 5) Historical travel speed data by time period for arterial, collector streets and highways,
- 6) Enable the reservationist to determine if the trip re-occurs on the same day each week and same time between the same addresses as a standing order, and
- 7) Standing order trip requests shall be queued to a separate scheduler screen for examination while the initial trip request is scheduled as a dial-a-ride request.

#### **9. Emergency Planning**

The Call Center and the STAR Para-transit Service Providers may be required to assist in planning and executing emergency planning exercises. In the event of an emergency, the Call Center may be required to remain open after hours to assist in emergency evacuations of residents with disabilities, including those not registered for STAR. In such situations, the Call Center shall be needed to provide logistical support to ensure STAR Para-transit Service Providers are able to provide essential service during emergency conditions.

**All regularly scheduled staff shall be required to report to the Call Center.** Some personnel may be reassigned from their normal daily duties to assist as needed. Personnel be expected to remain on duty for the duration of emergency conditions and not released until the emergency is sufficiently abated as determined by the County's Project Officer. The Project Officer will provide the County's System Safety Program Plan to the Contractor after Notice to Proceed.

#### **10. Customer Service Requirements**

To ensure responsive customer services, the County provides an on-line Customer Comments System that document complaints, suggestions, and job applicants to make inquiries. The Customer Comments System is only available to County and Contractor personnel with sign-on privileges. Comment in-put is generated by County staff, contracted staff at 703-228-7433(RIDE) and Call Center Staff. Comments are classified by party and issue.

The Contractor shall respond to complaints using the Customer Comments system provided by the County. Responses to safety-related complaints shall be provided the next business day that falls on a weekday. Responses to non-safety general customer comments/complaints shall be provided within three (3) business days. County staff will train appropriate contractor staff in use of the Customer Comments system.

The Contractor shall designate customer service personnel to provide the following:

- Initial response(s) to comments and/or complaints via the Customer Comments System;

- Coordinate final resolution to complaints;
- Initial response(s) to safety comments/complaints shall be addressed the next working day after receipt of the comment/complaint;
- All other comments/complaints shall be addressed within Three (3) business days after receipt of the comment/complaint;
- Policy issues will be addressed by the County;
- Contractor shall respond to complaints using the Customer Comments system, and
- Customer Comment(s) System training will be provided by County staff.

**11. Reports, Manuals, Policies and Procedures**

Contractor reporting, and documentation requirements shall include, but not limited to the following:

- a. Production of a monthly statistical report that evaluates trends, problems, highlights. The monthly report will enable the Project Officer to request specialized or new reports based on changing needs.
- b. The County requires monthly and fiscal year summary data in the following categories:
  - i. Ridership - counts by consumer group, STAR, Metro Access from Washington Metropolitan Area Transit Authority, and Arlington's human service transportation program;
  - ii. Quality of Service - on-time pick-up performance, no-shows, late cancellations, destination location(s), average telephone hold time, customer comments by issue type;
  - iii. Safety - the number of preventable, non-preventable collisions, injuries per service mile and hour;
  - iv. Financial - including total operating cost per ride, passenger mile, service mile, service hour; ridership/fare revenue by fare zone, operating cost recovery, and
  - v. Business Processes - including rides provided per service mile/hour; miles between road calls, dedicated fleet utilization peak to base; age of dedicated fleet, accessible taxi fleet used for STAR program compared to "useful life benchmarks" by vehicle type.
- c. Monthly report of accomplishments and goals and objectives.
- d. Monthly and annual reporting data for the National Transit Database (NTD), as described in Attachment D.

The data for these reports originates either with the Contractor or with the Para-transit Service Providers. The Contractor shall be responsible for ensuring that the Para-transit Service Providers provide the data in a timely manner in accordance with all NTD definitions and requirements in sufficient time to enable the Contractor to provide reports to the County by the 10<sup>th</sup> of the following month.

If the Contractor does not receive Para-Transit Service Providers data by the 10<sup>th</sup> of the following month, or if the Contractor finds any errors in the data, the Contractor shall notify the County's Project Officer immediately.

- e. As requested by Project Officer, annual budget information.
- f. The Contractor's General Manager shall prepare and maintain the following materials for Call Center personnel and the County's Project Officer:
  - Personnel operating manuals for hiring, training, evaluation of Call Center personnel;
  - Policies and procedures governing personnel disciplinary actions;
  - Training materials for scheduling, manifest structure and reconciliation, vendor dispatch, radio procedures, drive conduct requirements, map-reading, fare payment options, no-show procedures, customer behavior procedures, procedures to identify customers, building entrances, exits, and
  - Disability sensitivity policies and procedures including an overview of passenger and wheelchair/scooter handling securement, excessive customer assistance requirements, customer confidentiality, complaint investigation and American with Disabilities Act (ADA) training.

The above policies, procedures, training materials shall be provided to all Call Center employees. Three (3) copies of the above materials shall be delivered to the Project Officer within 30 business days prior to the Call Center start-up. Updates and modifications to the above material shall be provided to the Project Officer 24 hours prior to implementation.

- g. The Contractor shall review STAR rider guide with the County's Project Officer on or before June 1<sup>st</sup> of each year.

#### **E. CONTRACT PERSONNEL REQUIREMENTS**

The Contractor shall be solely responsible for maintaining a qualified labor force and ensuring satisfactory work performance of all employees under this Contract. The Contractor shall have policies to minimize employee turnover and retain qualified personnel.

The Contractor shall be solely responsible for payment of all employee wages, benefits, and sub-contractor costs. Without any additional expense to the County, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor shall defend, indemnify, and hold the County harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The Contractor shall use appropriate employee screening and selection criteria to ensure the employment of the best qualified applicants available, emphasizing competence, reliability, and good customer service skills. Hiring records shall be available to the County Project Officer upon request to verify the Contractor is in compliance with the staff hiring requirements found in E.3 for personnel in accordance with the Contract.

The County will have the right to demand removal of any personnel furnished by the Contractor for reasonable cause. The County Project Officer shall be notified in writing of any changes to personnel

and reserves the right to reject changes in staffing. Should any Key Personnel position be vacant for more than Thirty (30) days, the salary for that position for the time in which it remained vacant shall be credited back to the County. The Contractor shall file with the County Project Office and maintain a current organization chart every Six (6) months.

No placement, substitution or replacement of Key Personnel may be made without the approval of the Project Officer. The Key Personnel shall remain assigned during the term of the Contract.

The County has the right to remove any Key Personnel under this Contract. In the event a Key Personnel is removed the Contractor shall replace the Key Personnel within Ten (10) business days from removal.

The Contractor shall provide the following Key Personnel (prior to employing any person in the Call Center, the Contractor shall request and obtain from each person a signed non-disclosure statement to protect the privacy of STAR riders):

**1. Key Personnel**

Key Personnel dedicated personnel shall include a General Manager, an Operations Manager, and a Scheduler.

- The General Manager shall be responsible for the overall management of the Call Center.
- The Operations Manager shall be the day-to-day contact for Call Center operations.
- Scheduler shall be responsible for the development and coordination of scheduled trips.

The Key Personnel responsibilities shall include, but are not limited to, the following:

**a) General Manager**

The General Manager shall be the competent, qualified and authorized senior person at the work site and shall be responsible for ensuring all the Contractor requirements set forth in the Scope of Work are met. The General Manager shall have, at a minimum Five (5) years' experience, in overall responsibility for para-transit Call Center operation.

The General Manager shall demonstrate knowledge, experience, expertise in public para-transit operations, policies, procedures, including safety, federal, state and local statutes and regulations for a program/operation of similar size and complexity as described in the Scope of Work. The General Manager shall also have knowledge and experience in the identification of existing and/or predictable hazards in the work place and shall be responsible for taking prompt corrective actions to ensure the work site is sanitary, safe and secure.

The General Manager be a dedicated full-time to the Call Center and shall respond to the Project Officer during normal and emergency business hours. Additionally, the General Manager, as required, shall attend meetings of the Accessibility Subcommittee of the Transit Advisory Committee.

**b) Operations Manager**

The Operations Manager shall have, at a minimum three (3) years' experience, in the day-to-day operation of a para-transit Call Center. The Operations Manager shall also be responsible for the management, on a day-to-day basis, of Call Center personnel and Para-transit Service Providers under this Contract.

Day-to-day responsibilities shall include, but not limited to, implementing client communication and file requirements, customer service, fair policy, reservations (Advanced, Trip) monthly reports, documentation as well as emergency planning operations. The Operations Manager shall also be responsible for all scheduling including ensure sufficient staff is available during peak travel times and route.

The Operations Manager shall also provide monthly operations goals, highlights and objectives and review and approve the Para-transit Service Providers invoices and monthly reports.

**c) Scheduler**

The Scheduler shall ensure and maintain the continuity, efficiency and effectiveness of STAR service by scheduling rides. The Scheduler shall be responsible for providing timely, accurate, and courteous customer assistance and information services to STAR clients and the public. Day-to-day responsibilities shall include, but not limited to:

- Applying acquired knowledge in responding to inquiries and requests to schedule service;
- Looking up history of scheduled trips to confirm patterns and trip times and schedules
- Exercising judgment and make decisions within the limits of established policies, procedures and guidelines;
- Exercising patience and discretion in a demanding call center environment;
- Communicating by telephone, TDD, email, and text message with a diverse group of individuals;
- Using specialized scheduling software and various communications technologies to schedule trips from an hour to weeks in advance; and,
- Ensuring adherence to the Americans with Disabilities Act (ADA) regulations and policies.

**2. Other Personnel**

The Contractor shall provide all personnel to operate, train, and supervise staff. The Contractor shall provide and maintain staffing levels to cover all hours of operation and to successfully implement this Contract. Any reduction or increase to the originally proposed staffing levels requires County Project Officer approval.

The Contractor shall provide the County Project Officer with written notification of any change in staffing levels. In cases of a reduction to the originally proposed staffing levels, the Contractor shall accompany any such notification with a recovery plan that addresses personnel shortages.

**3. Basic Personnel Requirements**

- a. Each Contractor employee under this Contract shall pass a pre-employment drug and alcohol screening.
- b. Each Contractor employee under this Contract shall be at least 18 years of age, and legally authorized to work in the United States.
- c. In compliance with the Fair Credit Reporting Act, the Contractor shall complete a nationwide criminal background investigation of each applicant and shall require all applicants to disclose any felony and misdemeanor convictions in the past five (5) years. Criminal background checks shall include all places of residence for the past five (5) years. The Contractor shall establish procedures to ensure that employees report any subsequent felony and misdemeanor convictions received during employment with the Contractor.
- d. All Contractor employees under this Contract shall be able to read and speak the English language sufficiently to converse with the general public (answer questions and provide information), understand manifests and schedules, and to fill out any other reports as requested.

**4. Staff Training Requirements**

The Contractor shall ensure that all employees under this Contract have received the minimum training described below. Specific requirements relating to the instruction topics are noted below and shall be incorporated into the classroom training curriculum.

All course materials shall be made available to the County Project Officer upon request. The Contractor shall maintain a complete training file on each employee. Training files shall document, with instructor signatures, hours and dates of classroom instruction. Training records shall be available to the County Project Officer City upon request and no later than 24 hours from the time of the initial request.

**5. Staff Training**

Contractor staff are required, at a minimum, to be provided with classroom training, behind-the-computer training, disability and senior citizen etiquette and awareness training, Americans with Disabilities training, and general customer service training. The length of this training shall be determined by the Contractor. All training shall be provided by a qualified instructor. Contractor staff shall be trained in the above areas within prior to the start of operations. Contractor staff shall receive refresher training on an annual basis.

An instructor shall have a minimum of Three (3) years or more experience in the scheduling and reservation functions. All instructors shall have completed an instructor training program, selected by the Contractor. The County Project Officer reserves the right to require the removal of any instructor that is not performing satisfactorily, at the sole discretion of the County. The County reserves the right to determine whether an individual is qualified to provide this training. Upon written request, the County Project Officer may approve a reduced training curriculum for qualified personnel. As a part of the classroom training, the Contractor shall provide training on the following topics:

- Terrorism Awareness and Emergency Management
- Customer Service
- The Americans with Disabilities Act (ADA)
- Disability and Senior Etiquette and Awareness



- STAR Rider Guide
- Communications with the Para-transit Service Providers
- Use of the Contractor's reservation and scheduling software
- Reservation Process and Rules
- Cancellation
- Multiple Trips
- Trip Refusals
- Trip Denials
- Subscription Service
- Eligibility Requirements
- Scheduling
- Data Entry
- Other topics as determined by the County

Following the successful completion of training, the Contractor shall include a record in the employee's personnel file that all the necessary training has been successfully completed. The Contractor shall develop a performance plan for each of its employees. Included in this plan shall be a procedure to address unsatisfactory performance of an employee. The Performance Plan shall include a progressive discipline policy that aims to correct unsatisfactory performance. Employees are expected to be reviewed at least once annually by the Contractor.

The Contractor shall provide at least Four (4) hours of refresher training per quarter for all Contractor employees. Refresher training may include, but is not limited to, customer relations, ADA, disability and senior citizen etiquette and awareness, and reservation process and rules.

**6. Personnel Information Requirements**

The Contractor shall provide to the County Project Officer the following personnel information within 20 business days prior to the start of Call Center operations and as requested by the County Project Officer during this Contract:

- E-mail addresses and telephone numbers of all personnel staffing the Call Center;
- Executed Non-Disclosure and Data Security Agreement (Contractor)-Attachment I
- Executed Non-Disclosure and Data Security Agreement (Individual) – Attachment J

**7. Living Wage**

All Call Center personnel shall be compensated at rates not less than the Arlington County Living Wage.

**8. Contractor Sub-Contractors and Suppliers**

The Contractor shall be fully responsible and liable for the products and actions of all sub-contractors. The Contractor shall make all sub-contractors available when required for meetings, production problems, testing, resolution of design deficiencies, and all other similar situations.

**9. Contractor Project Meeting Requirements**

Upon notice and as required by the County Project Officer, the Contractor shall ensure that

appropriate Call Center representatives, knowledgeable in the topics to be discussed, including sub-contractors are present at Project Meetings.

During the transition and implementation software phase, weekly meetings with the County Project Officer shall be required. Upon the successfully transition and implementation of the software, it is anticipated Project Meetings shall be required on a quarterly basis.

Meetings with the Contractor and the County will be scheduled on an "as needed" basis. It is anticipated meetings will be conducted via in-person, teleconference or webinar with approval of the County Project Officer. The Contractor shall take meeting minutes and shall distribute the meeting minutes electronically to Contractor staff and to the County Project Officer. Minutes shall include attendees, date, time, topic summaries, listing of actions, agreements, understandings shall be recorded as well.

The one required regularly scheduled meeting which the Contractor shall attend is the Accessibility Subcommittee of the Arlington County Transit Advisory Committee which is held at either at 5:00 P.M. or 7:00 P.M., on the 3<sup>rd</sup> Thursday bi-monthly.

The Contractor shall also attend community, Transportation Commission, Transit Advisory Committee, and County Board meetings on an "as needed" basis as directed by the County Project Officer.

#### **F. START-UP PHASE AND TRANSITION**

The Contractor shall coordinate with the incumbent call center contractor for the transfer of needed materials, information exchange required for the transition process. As noted above, the Contractor shall be responsible for the purchase and installation of all required office equipment and supplies for the Call Center to be fully functioning.

#### **G. POST CONTRACT CLOSE OUT**

The Contractor recognizes that the Services to be provided under the Contract are vital to Arlington County and must be continued without interruption, and upon Contract expiration, a successor may continue these services. The Contractor shall cooperate with the County to ensure an orderly and efficient transition to a successor contractor.

- The Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. These records include maintenance records, inventory records, Contractor contracts, and support agreements.
- If original records are necessary for the successor provider to properly perform its legal obligations, the Contractor shall provide the originals to the successor, and the Contractor shall keep copies of them.
- The Contractor shall share and permit copying of all pertinent personnel records.
- The Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.
- The Contractor shall not sell, transfer, convey or encumber any County assets or any of the assets to be transferred to the successor provider.
- The Contractor shall maintain all inventory levels necessary for the successor to continue to perform the work.

- As the County may direct, the Contractor shall surrender to the successor provider or all County-owned real, personal and/or intellectual property. The Contractor shall inventory all property (real, personal or mixed) purchased or leased with County funds and all property in which County has an ownership or possessory interest. The Contractor shall include a description of the property and its location in sufficient detail to permit easy identification. Until the date that the successor provider assumes its contractual duties, the Contractor shall fully and conscientiously perform its obligations under the Contract in a professional and workman-like manner.
- The Contractor must be prepared to complete the transition tasks in a period of ninety (90) days.
- Failure to comply with post contract transition activities shall result in withholding of final invoice payment.

#### **H. SERVICE MONITORING OVERSIGHT**

The Contractor shall be responsible for monitoring service performance of the Para-transit Service Providers and provide recommendations to the County's Project Officer, so incentives and/or deductions can be assessed to the Service Provider.

The following performance measures are established for the Para-transit Service Providers and are to be monitored by the Contractor:

##### **1) On-Time Performance**

- Incentives and Deductions applicable to on-time performance shall be calculated as follows:
- The basis of the time scheduled for customer pickup compared to the time of the vehicle's actual arrival at the pickup location and as recorded in the dispatch system;
- Information from written or electronic notations on completed manifests;
- Customer comment review; spot field checks to confirm the correctness of the information recorded in the dispatch system;

##### **2) Excessive Ride Time**

- The Contractor shall recommend that the Project Officer assess deductions against the Para-Transit Service Providers (in the amount stated in their contracts with the County) when the trips result in excessive ride time. Deductions may be waived during local inclement weather conditions or emergencies.
- Duration of 'ride time' shall be calculated as the amount of elapsed time between the time the vehicle leaves the initial pick-up location and the time the vehicle arrives at the destination location.

##### **3) Unauthorized Para-Transit Service Providers Re-Assignment(s)**

- Unauthorized re-assignments of rides scheduled by the STAR Call Center by the Para-Transit Service Providers, as provided by the Call Center manifest shall not be allowed.
- When unauthorized re-assignments occur, without Call Center or Project Officer approval, the Contractor shall recommend to the Project Officer an assessment of Deductions (in the amount specified in the Para-transit Service Providers' contract(s) with the County), to be deducted from the Para-transit Service Providers' invoice.
- The foregoing deduction shall be deducted from the Para-Transit Service Providers' invoice(s) in the month such unauthorized re-assignments occur.

**4) Transportation Vehicle Interior Comfort based on complaints received**

Para-transit Service Providers vehicle's heating and air-conditioning systems shall be operable always.

- Measured temperatures shall be as follows:
  - During Winter Service operation, Interior vehicle temperature shall not be less than 68 degrees F;
  - During Summer service operation, interior vehicle temperature shall not be greater than 75 degrees F;
- Para-transit Service Providers' vehicles shall not be in revenue service for more than one (1) peak period shift without a properly functioning heating or air-conditioning system;
- No vehicle(s) shall use air fresheners when vehicle is in STAR service, and
- The Contractor shall recommend to the Project Officer an assessment of deductions (in the amount specified in the Para-transit Service Providers' contract(s) with the County) from the Para-transit Service Providers' invoice in the month the Vendor's vehicle does not meet the above requirements.

**I. PERFORMANCE STANDARDS AND DEDUCTIONS**

The Contractor shall be required to meet specified performance standards under this Contract. These standards may be mutually modified by an amendment to the Contract to ensure continued service improvement. Performance deductions are based upon review of the invoice for the month of performance. Once an invoice is approved, no reviews of approved invoices will apply to the month of invoice under review.

Contractor failure to meet the performance standards shall result in a deduction from the monthly invoice.

**1) Falsification of Records**

- If the County determines any records or documents required under this Contract have been falsified by any Contractor employee, the County shall, in its sole discretion, deduct Five Hundred Dollars (\$500) for each occurrence. Additionally, the Contractor shall terminate the employee immediately.

**2) System Software, Functionality Penalties**

- When the Call Center's scheduling systems are not functional for a continuous two (2) hour period, when electricity and high-speed internet functionality is operational, (the Contractor shall have a contingency plan to resume scheduling functions). The Project Officer shall deduct Two Hundred Eighty dollars (\$280.00) from the Contractor's invoice in the month said functionality is not provided.
- For any continuous period beyond the above referenced two (2) hours, the County shall deduct Two Hundred Eighty dollars (\$280.00) for each additional hour beyond the initial two (2) hour period, up to a maximum of 24 hours per day.

### **3) Telephone Response Time**

- The Contractor shall answer telephone calls within Ninety (90) seconds and maintain an abandoned call rate during Call Center working hours of two percent (2%) or less. If more than Two Percent (2%) of calls during Call Center working hours are abandoned in a month, then Five Hundred Dollars (\$500) shall be deducted from the Contractor's invoice.
- If less than Ninety-Five Percent (95%) of the telephone calls are answered outside the 90 seconds standard in a month, then Five Hundred Dollars (\$500) shall be deducted from the Contractor's invoice.

Contractor will have the ability to submit a waiver of penalty if the Performance Standard is not met due to issues outside of the Contractor's control. Contractor will not be charged performance deductions listed above if data reports are inaccurate.

### **WAIVER FOLLOWING SERVICE CHANGE**

In the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no penalties may be assessed while Contractor makes operational adjustments to meet County's requirements.

### **J. INVOICES**

The Contractor shall be paid on the basis of a Fixed Unit-Price Contract amount and any deductions per section I above.

The Contractor shall submit their invoice to the Project Officer by the 12<sup>th</sup> of each month (if the 12<sup>th</sup> occurs over a weekend, then the following business day). The Para-transit Service Providers shall submit their invoices to the Contractor by the 10<sup>th</sup> of each month for the Contractor's review and recommendation to the Project Officer.

The Contractor shall amortize software license fees monthly.

Waiver or failure to assess any deduction as set forth in Section I above does not negate or abridge the County's right to assess such deductions in the future for the same infractions.

The Contractor hereby waives any defense as to the validity of any deduction(s) taken on grounds that such deduction(s) are void as penalties or are not reasonable related to actual damages.

This provision shall not abridge or affect any other remedy that the County may have for any expenses that the County may incur in consequence of the failure of the Contractor to perform in accordance with the contract specifications.

For any emergency planning response situations, the Contractor may submit a separate invoice for labor costs for additional, unscheduled staff who are authorized by the County Project Officer to report for duty during the emergency event. The County Project Officer must approve the Contractor's request for additional emergency event staff services in writing, prior to and/or during the emergency specifying the time periods during which the additional staffing support is to be in place. All such additional labor costs for emergency response situations shall be billed at one and a half (1.5) times each additional, unscheduled employee's hourly rate

## **EXHIBIT B**

### **STAR SOFTWARE TECHNICAL REQUIREMENTS**

#### **INTRODUCTION**

Arlington County's objective is for the STAR Call Center Contractor to obtain a software system that will improve upon the functionality of the current software. The current Star Call Center Contractor utilizes the Trapeze PASS software, version 7, on an internal local area network using equipment owned and provided by Arlington County. (review).

A new and/or third-party software system provided by the Contractor will be the technological foundation for the management of STAR transportation programs and services and is expected to improve the efficiency of the scheduling process as measured in rides per revenue hour on dedicated vehicles. The Contractor shall employ technology and manual procedures in cooperation with the Para-transit Service Providers to ensure expeditious communication of ride booking, cancellations and other pertinent information to Para-transit Service Providers' drivers.

The Offeror shall specify personnel, technology and procedures to be deployed to monitor the functionality of the Call Center offices, mobile application, website and IVR system on an on-going basis and notify personnel as well as the County Project Officer. This monitoring function can be provided remotely.

The essential functionality of the Offeror's STAR Call Center software system shall include the following:

- Dashboard reporting allowing quick review of both overall system-wide performance including productivity as measured in Passenger Boardings per Revenue Hour and On-Time Performance as well as system performance for individual STAR clients, including On-Time Performance and Excessive Ride Times. The maximum ride time for STAR Zone 1 rides is one hour. The maximum ride time for STAR Zone 2 rides is ninety minutes. The maximum ride time for STAR Zone 3 riders is two hours. Excessive ride times will be defined according to the distance between the trip origin and destination. Accordingly, the new software system shall indicate those trips that may have had excessive ride times.
- Customer management including funding program eligibility, favorite destinations file, notations regarding preferred entrances at each favorite destination, and notations regarding mobility devices and personal assistance requirements.
- Order taking (reservations) for multiple transportation programs, allowing the call-taker to select the most appropriate qualifying program to sponsor a specific passenger trip.
- Automated and manual scheduling and trip-assignment of rides in advance and in real-time for same-day medical rides, will-call return trips from medical appointments and depots providing intercity travel by air, rail and bus.
- Monitoring of performance both system-wide and on an individual consumer basis to include data on On-Time Performance (as measured by tracking the vehicle arrival time at the designated pickup location for each trip), excessive ride times (as measured by the time the vehicle leaves the initial pickup location and the time the vehicle arrives at the destination

location), excessive dwell times at locations by dedicated vehicles, and Passenger No-Shows. This data will be used to assess STAR policies and to encourage STAR riders, caregivers, and personnel at human service agency sites to be ready for STAR trips.

- Electronic HIPAA-compliant secure transmission of trip manifests to the STAR dedicated Para-transit Service Providers, with provision to convey these to a mobile application and devices installed in the Para-transit Service Providers' vehicles, and transmission of operational data from the dedicated Para-transit Service Providers back to the Call Center software for processing.
- Electronic HIPAA-compliant secure transmission of trip requests to the Para-transit Service Providers in a format that is compatible with the Para-transit Service Providers' dispatch systems, and HIPAA-compliant transmission of operational data from the Para-transit Service Providers back to the Call Center software for processing.
- Using geo-fencing and time stamps, the software will inform the STAR database when the ride arrives at both the pickup & dropout locations. The geo-fencing feature would also be used to confirm that the vehicle is in the location indicated in the trip record.
- Maintain the STAR interactive voice response (IVR) function allowing STAR users to use the telephone outside Call Center hours to confirm the pickup time and addresses on a scheduled ride, cancel a trip, review user account information and change the user password.
- Provision of a fare payment system that allows debiting of a prepaid account and transfer of payment to Para-transit Service Providers.
- Reporting shall provide passenger, operations, and financial reporting for County performance and National Transit Database reports.
- The Contractor shall provide the County Project Officer remote access to the software system to enable monitoring of contract adherence and to download data as necessary for manipulation in third party software programs such as Crystal Reports.

The software system shall support grouping of rides to increase system capacity, improve sequencing of grouped and individual rides in order to improve the productivity of the STAR dedicated vehicle fleet. Additionally, it will provide for more robust dispatching capabilities for the Para-transit Service Providers, better capabilities for interfacing to mobile devices on Para-transit Service Providers' vehicles.

The software system shall contain analytic capabilities to note demand-response trips that are regularly recurring, for possible scheduling as standing order rides. The communications system shall specify procedures in which Call Center personnel shall be enabled to quickly respond to "Where's My Ride" calls.

Offerors shall propose a testing program before the software is fully implemented, replacing the current system. This testing program will use a duplicate STAR database to schedule trips booked on the current system and is more fully described in Section IX, below.

Arlington County is requiring that Offerors demonstrate how their software solutions will satisfy the essential functional specified in Attachment A.

Arlington County retains ownership and all rights thereof to all data and reports produced as result of

operating the STAR Call Center. Arlington County shall be granted unencumbered access to all data in STAR databases and files, in Microsoft Access format or the Contractor may propose another format, approved by the County Project Officer, without additional fees or network/database credential restrictions. The Contractor shall provide a "data dictionary" showing each database and defining each field in those databases. The software, hardware and licenses associated with producing and transmitting that data shall be the property of the Contractor.

### **I. Functionality**

The functionality of the software will enable the Call Center contractor to manage and operate its multiple transportation programs and services, in a manner that equitably, efficiently and fairly distributes all trips. This functionality includes passenger trip reservations, program/provider selection and automated and manual vehicle scheduling. The software shall support vehicle dispatching by the Para-transit Service Providers. The software shall provide operational and financial reporting, and National Transit Database reports on a monthly basis by provider. The software shall be capable of alerting riders travelling to or from a service site if that location is closed or shall close early due to unforeseen circumstances.

### **II. Software Interface**

The software shall interface with the mobile devices in the Para-transit Service Providers' fleet and support the data flow between the core application and the application resident on the mobile devices. The software shall be constructed such that users have a consistent work flow in accomplishing common functions such as reservations, scheduling, brokerage/ provider selection, or dispatching independent of the type of program or service that is the focus of a transaction.

The software shall be appropriately context aware such that users are guided to the appropriate next step in each work-flow based upon the data they have previously entered that define the situation that is being processed. The software shall, to the maximum extent feasible, not require users to make business decisions as they handle passenger trip transactions for reservations and scheduling but shall, instead, make decisions for the users based upon situational logic, business rules embedded in the Software and software settings, and the specific data associated with the transaction. The software's system-driven decision making shall be able to be overridden by users with appropriate role/security permissions.

#### **a. Customer Management System Interface**

The software requires the following capabilities or the ability to interface with existing customer management systems:

- i. Basic customer management
- ii. Common origin/destination associations including a favorite locations file and a ride history of past trips
- iii. Ability to locate and resolve duplicate customer entries
- iv. Ability to set eligibility for rides according to deep and varied criteria such as the following:
  - Available funds for fares
  - Quantity of trips per unit of time
  - Imported values from external eligibility authority
  - Trip purpose associated with funding source sponsorship
- v. Ability to associate a source of funding source eligibility with customer



records

- vi. Ability to set ability for customers to use sedans, minivans and lift wheelchair vans based upon disability and granted reasonable accommodations
- vii. Ability to manage transportation reimbursement cardholders
- viii. Ability to associate cardholders with customers
- ix. Ability to create companies and individuals as reimbursable cardholders

**b. STAR Reservations/Order Taking**

The reservations and order-taking process of the software requires the following capabilities:

- i. Determination of existing client registration and/or eligibility for services for each funding program as the initial step in the order-booking process.
- ii. Warning displayed if the client is not eligible, is suspended, or needs to be assessed prior to scheduling trips.
- iii. Ability to enter and store a variety of data on clients, including but not restricted to address, funding agency sponsorship, multiple phone numbers, e-mail address, ambulatory status, notes about client, etc.
- iv. Indication of whether client uses a personal care attendant.
- v. Indication of whether client uses a service animal.
- vi. The ability to associate equipment codes with a client record (e.g., wheelchair, scooter, extra-large wheelchair, walker, oxygen, etc.).
- vii. Ability for reservation agent to see which services this client is eligible to use and any restrictions (such as conditional eligibility) on such usage.
- viii. Ability to restrict client trip booking to eligible services unless overridden by supervisor.
- ix. Prohibition from booking a trip if that trip would overlap another trip booked by the client or allow less than one hour between trips (40 minutes between trips within Arlington County during off-peak hours).
- x. Ability to associate a ride with a valid transportation debit account.
- xi. Ability to associate specific eligibility authorities as sources of eligibility on specific rides.
- xii. Ability to display prior trips by this passenger and to select one of these trips as a template for a new trip.
- xiii. Ability to book recurring (subscription) trips based on common days of week and time of day for pickup or delivery times and origin and destination, including identification of dates when trip pattern is not applicable.
- xiv. Ability to quickly access data for frequent pickup/drop-off locations (available via client's ride history and user-defined landmark codes).

**III. STAR Scheduling**

The software's scheduling engine shall include the following capabilities and features:

- a. Real-time, online interactive scheduling to accommodate and communicate rider cancellations; ride reassignments between vehicles or from taxi dispatch (prior to the ride cancellation window) to dedicated vehicles; and same-day ride assignments real-time.

- b. One or more solutions for scheduling the requested ride that can be presented in order of best to worst (Best being on-time without disrupting other rides).
- c. An on-time window of Ten (10) minutes early to ten (10) minutes late.
- d. Ability to highlight, for a Scheduler's review, multiple trips booked to arrive or depart from the same address within Thirty (30) minutes.
- e. For trips that cannot be successfully scheduled interactively onto a vehicle tour, the ability to designate those trips for taxi dispatch, future scheduling and/or real-time dispatching.
- f. Batch scheduling of an entire day's trips or some subset of the trips.
- g. Schedule optimization (full or incremental).
- h. Multiple scheduling parameters, including the ability to have different parameters for different services (such as different policies on maximum ride times).
- i. Maximum travel times (on-board times) will be configurable as absolute or formula settings and will be considered by the Software when proposing and ranking solutions.

The quality of the process in scheduling dedicated vehicles shall be measured by four criteria:

- 1. Boardings per Vehicle Revenue Hour
- 2. On-Time Performance
- 3. Percent of Scheduled Rides Assigned to Dedicated Vehicles
- 4. Validated Shared Ride Complaints

#### **IV. STAR Para-Transit Service Providers Management**

The software shall include the following capabilities for managing information about the STAR Para-transit Service Providers:

- a. Ability to enter and maintain data on provider vehicles.
- b. Ability to enter and maintain data on provider billing rates, with rates being a function of flat charges, mileage-based charges, and/or hourly charges and fares.
- c. Ability for provider rates to be different for different programs and levels of vehicle service.
- d. Ability to set rates for extra services, such as extra fees for bariatric lift-equipped vehicles or pre-authorized wait time.
- e. Ability to enter and maintain data on types of provider vehicles and their capacity restrictions.
- f. Ability to enter and maintain data on drivers, background checks, and other certifications.
- g. Maintenance of other provider information (e.g., contact information).
- h. Notification of regularly booked recurring call-in trips to alert the Contractor of the potential of creating a standing order subscription trip with adjusted trip times as necessary to allow the creation of efficient shared-rides on a standing order (subscription) basis.

#### **V. STAR Dispatching**

The Software's dispatching tools shall provide data communication between the Call Center reservation/scheduling functions with the Para-transit Service Providers' dispatch software. Global Positioning System (GPS) longitude and latitude data for Para-transit Service Providers' vehicles shall also be transmitted to the Para-transit Service Providers' dispatch center and to the STAR Call Center. Information on the dispatch software used by the STAR Para-transit Service Providers is presented in Attachment D. By exchanging data between the Para-transit Service Providers and the STAR Call Center,

several abilities will accrue.

- a. Trips scheduled by the STAR Call Center will be electronically uploaded into the Para-transit Service Providers' dispatch databases without manual reentry of information.
- b. A listing of customer "frequently used and/or favorite address" and destinations shall be maintained by the Call Center to include site direction information for transmittal to the Para-transit Service Providers.
- c. Para-transit Service Providers shall be informed of the client's disability and assistive devices if applicable to ensure drivers have pertinent client information.
- d. Information on STAR rides completed by the Para-transit Service Providers including pick-up and drop-off times and for the Para-transit Service Providers, odometer readings, will be uploaded into the STAR Call Center database without manual reentry of information.
- e. The Call Center will be able to identify and assign open returns (will-call trips) and same-day trip requests to vehicles dedicated to STAR.
- f. Both the STAR Call Center and dedicated Para-transit Service Providers will be able to identify and adjust service for no-shows, cancellations, and service interruptions and alert consumers for late trips.
- g. The Call Center will be able to recommend assignments of the closest vehicle to same-day trip requests and will-call returns based on the last known GPS position of vehicles relative to the location of the pick-up and availability to satisfy the trip request.
- h. The Call Center will be able to send a service alert to warn drivers if a location used by many STAR consumers is closed or shall close early due to unforeseen circumstances.

#### **VI. Interface to Mobile Devices in Para-transit Service Providers' Vehicles**

The software shall be capable of interfacing to a mobile device or a tablet in Para-transit Service Providers' vehicles with the following minimum capabilities:

- a. Transmit trip manifest data to a mobile device or a tablet in a vehicle, based on the defined interface and data communications protocols of the mobile application and device.
- b. Receive vehicle location data and trip status data from the mobile application and store that data in the software's database.
- c. Maintain and transmit driver/route/vehicle status, such as on-break, lunch, deadhead, active, active/waiting, etc.
- d. Both Para-transit Service Providers have GPS equipped vehicles with tablets and/or mobile devices. Receive trip execution data (both pickup and drop-off times and GPS locations) from the mobile application and store that data in the database with the appropriate trip records for the passenger.
- e. Based on GPS position transmitted from the mobile application, ability to provide a graphical display of individual vehicles and/or vehicle tours (routes) with easily identifiable pick-ups, drop-offs, and breaks
- f. Enable the Call Center to respond to "Where's My Ride" calls. For this purpose, the Call Center shall be able to determine the current location of the vehicle assigned to the ride, the number of stops before reaching the caller's location, and the estimated time of arrival. This interface shall enable reassignment of the ride as necessary to improve on-time performance.

#### **VII. STAR Reporting**

The software shall include the ability to generate all necessary operating and financial reports for any and all of the services managed by the STAR Call Center as well as required National Transit Database information for each provider by month. Information to be provided with the monthly bill shall, at a minimum, include the following:

- a. Operating statistics reports
- b. Driver manifests
- c. Performance Monitoring reports as appropriate with requirements of the National Transit Database separately for dedicated vehicles and taxi-dispatch:
  - Ridership Levels by consumer group to include STAR, Metro Access from reports supplied by the Washington Metropolitan Transit Authority, and each human service transportation program. This shall include the number of eligible customers; percent of booked rides that are cancelled, no-showed and completed; and ridership trends over time. Number of riders separately for dedicated vehicles and taxi-dispatch per hour; average weekday, Saturday and Sunday; monthly; and yearly is also required.
  - Quality of Service, including on-time performance at pick-up and destination locations, average hold time on the telephone, and customer comments by issue type. Specifically, the percent of trips provided on-time (within the pick-up window), early or late but within 30 minutes of the scheduled pick-up time, cancelled trips, passenger no-shows, and missed trips separately for dedicated vehicles and taxi-dispatch are required. In addition, the average travel (in-vehicle) time per hour, day, week, month, and year is needed separately for dedicated vehicles and taxi-dispatch.
  - Safety, as defined by the number of preventable and non-preventable collisions and injuries per service mile and hour
  - Financial, including total operating cost per ride provided, passenger mile, service mile and service hour; ridership and fare revenue by fare zone, and operating cost recovery. Data is required separately for dedicated vehicles and taxi-dispatch including Number of revenue and non-revenue vehicle hours and miles traveled per hour; average weekday, Saturday and Sunday; month; and year.
  - Business Processes including rides provided per service mile and hour; miles between road calls, dedicated fleet utilization peak to base; age of dedicated fleet and accessible taxi fleet used for the STAR program as compared to the useful life benchmark for each type of vehicle

Offerors may propose other metrics for evaluating performance including standard measures such as fare box recovery, and subsidy per passenger by fare zone and separately for dedicated vehicles and taxi-dispatch.

The Contractor shall provide new reports upon request by the County Project Officer. Pricing for new reports shall be predicated upon a maximum of three iterations at no additional cost. New reports may include but are not limited to:

- a. Monthly ridership reports including total, by service, and by funding agency
- b. Monthly billing report
- c. Cancellation and no shows report sorted by client, with passenger no-shows defined as rides not used or cancelled 45 minutes before the scheduled pick-up time.
- d. Client listings
- e. Mail merge for address labels and letter generation
- f. All FTA-required reports including the National Transit Database

#### **VIII. System Testing and Acceptance**

Testing shall provide verification and documentation that all requirements specified in this Scope of Work, and the requirements defined in the test plan produced by the Contractor are met by the furnished solution.

The Contractor shall develop an Acceptance Test Plan to be executed for final acceptance of the System. The plan shall be submitted to the County Project Officer for approval. The Contractor shall be required to make any changes or modifications to the test plan as noted by the County.

The Contractor shall submit the test plan, testing procedures and forms to the County Project Officer for review for a minimum of Twenty (20) business days prior to performing the associated tests. The County Project Officer shall review submitted test procedures and forms and shall provide comments or approval to the Contractor within Ten (10) business days after receiving the testing documentation.

After the County Project Officer concurs that the testing program has been successfully completed, the Contractor shall provide the County Project Officer with a complete data dictionary both in an Excel database and on paper. The interfaces required for communications to the taxi vendor as well as dedicated vehicle mobile data terminals are listed in Attachment E. This software shall be expandable to include a future customer account debit system to enable pre-payment of STAR fares. Arlington County expects that this software will be the technological foundation for the management of STAR transportation programs and services for at least the next decade.

#### **IX. STAR Training Services**

The Contractor shall be responsible to train County and STAR Para-transit Service Providers personnel designated by the County Project Officer in the use of the software according to the requirements specified herein. The training presentations and material shall be in English.

- a. Instruction shall cover software familiarization and system operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties.
- b. The Contractor shall provide experienced and qualified instructors to conduct all training sessions. The Contractor is responsible for ensuring that the instructors teaching these courses

- are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals, and other materials to provide for effective training.
- c. The Contractor is responsible for providing all training materials, training aids, audiovisual equipment, and visual aids for the conduct of these courses. Student guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides. All training materials are to become the property of the County at the end of training.
  - d. The Contractor shall submit the training curricula, presentations, and materials for review and approval by the County Project Officer. No training shall commence until these items have been approved by the County Project Officer. Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend. Training curricula shall be provided to the County Project Officer for review a minimum fifteen (15) days prior to commencement of Software operation. Training shall take place in Arlington County at a time and location designated by the County Project Officer.
  - e. The Contractor shall conduct a minimum of Two (2) additional on-going educational training sessions for authorized personnel. Training shall take place after the initial training prior to commencement of software operation. These training sessions shall take place in Arlington County at a time and location designated by the County Project Officer.

### **High Availability Features**

To ensure system availability, the system shall have the appropriate system redundancy availability features to maintain system uptime and prevent a system shutdown from a single point of failure. The Contractor is responsible for system maintenance and for any warranty issues. System maintenance shall be conducted only between the hours of 12:30 a.m. and 6:00 a.m. The system redundancy features, including specific descriptions of off-site backup approaches, backup data [time frames] and maximum time required for system recovery from backup shall be described in the Offeror's proposal.

### **X. Software Quality Assurance**

The Contractor shall conduct, as an integral component of the Contractor's quality assurance program, a software quality assurance program and software verification and validation program specific to all software developed or modified under this Contract.

The Contractor's software quality assurance program shall be consistent with the intent and scope of the software quality assurance program defined in American National Standards Institute (ANSI) / Institute of Electrical and Electronics Engineers (IEEE) Standard 730 or approved equal. The Contractor's verification and validation program shall be consistent with the program defined in ANSI/IEEE Standard 1012 or approved equal. A software quality assurance plan and a software verification and validation plan shall be submitted as part of the Contractor's quality assurance program plan for the County Project Officer's approval at the end of the first phase of this project.

### **XI. STAR Planning Activities**

The Contractor may be required to conduct planning and training activities on a consultant basis as requested by the County Project Officer. These planning and training activities include but are not limited to: (1) improve the productivity of the STAR scheduling process as shown in boardings per revenue hour; (2) to design new community para-transit services to connect residents with transit stops offering frequent service and nearby destinations of interest to seniors and people with disabilities.

As a result of these planning activities and in consultation with appropriate committees and commissions, the County Project Officer may, if necessary, modify the existing STAR policies; approve operational procedures; and provide STAR Project directions and guidelines to the Contractor. Where the terms and provisions of the existing STAR policies vary from the terms and provisions of the Scope of Work of this contract, the terms and provisions of this contract shall prevail.

The section below is deleted from the version to be submitted to purchasing. It relates to the software being capable of handling flex zone services.

**EXHIBIT - C**

**NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS FOR STAR**

Two Modes shall be reported:

DR- Demand Response

DT- Demand Taxi – includes all Taxi information (including taxis used as dedicated vehicles)

The Para-transit Service Providers shall provide the County with all data required to comply with NTD's monthly and annual reporting requirements. Data for any given month shall be provided to the County no later than the 10<sup>th</sup> day of the following month.

The Para-transit Service Providers shall be responsible for providing accurate and timely data to the Contractor. The Contractor shall be responsible for forwarding the data to the County, and for notifying the County immediately if any inaccuracies are found or if the deadline cannot be met for any reason.

All data provided by the Para-transit Service Providers for NTD reporting purposes shall meet all current NTD definitions and requirements. NTD provides guidance and training for reporting agencies; the Para-transit Service Providers shall be responsible for maintaining up-to-date knowledge of current definitions and requirements.

Both the Para-transit Service Providers and the Contractor shall be subject to penalties for failure to meet these requirements.

Required NTD data includes:

- Number of passengers carried
- Number of Trips
- Number of Revenue Miles
  - Revenue Miles are calculated from the point when a passenger is picked up to when they are dropped off on a trip.
- Number of Revenue Hours
  - Revenue Hours are calculated from pickup time to drop-off time.
- Number of Passenger Miles Traveled (total number of miles that passengers travelled)
  - If a passenger rides alone, passenger miles would equal revenue miles. However, if two or more people ride together, passenger miles equals the number of passengers multiplied by revenue miles for that trip.
- Number of vehicles used
  - DR currently has 9 vehicles. DT includes all taxis (currently 22) used at peak on an average weekday for STAR service.



**EXHIBIT - D****Electronic Data Transfer Protocols to STAR Para-Transit Service Providers****Section A – Current Dedicated Para-transit Service Provider’s Vehicle IT System**

Below is information from the current dedicated vehicle Para-transit Service Provider’s IT vendor (IT Curves):

**1. Star Route: Auto Trip Transfer Service**

- IT Curves will provide a Web API for Star software provider to call and transfer trip data to IT Curves dispatch system
- IT Curves expects that Start software call the API every time there is an update
- For Clarification, IT Curves will use the Job Date Time as the day of operation date
- IT Curves expects to
  - a. Only receive the trips that are allocated to Diamond or,
  - b. The Service Provider name be provided along with each trip (Type: String, Value:“Diamond”)
- Every API call shall use Security Key (Type:String, Value:”SecuredMutualKey@star@itc”)

**1.1. API “Trip Parameter” Structure Definition**

<b>Field Name XML TAG</b>	<b>Requirement</b>	<b>Data Type</b>	<b>Description</b>
Job Date Time	Required	Date Time	Requested PU Date Time
Trip Number	Required	String	Star Trip Number
Route Number	Required	String	Star Route Number
Schedule PU Time	Required	Date Time	Schedule PU Date Time
Schedule DO Time	Optional	Date Time	If not provided ITC will compute it by adding estimated distance in Schedule PU Time
Appointment Time	Optional	Date Time	Default is empty
First Name	Required	String	
Last Name	Optional	String	
Phone Number	Required	String	
PU Address	Required	String	
PU City	Required	String	
PU State	Required	String	
PU Zip	Required	String	
DO Address	Required	String	
DO City	Required	String	
DO State	Required	String	

DO Zip	Required	String	
PU Latitude	Optional	Decimal	If Not Provided ITC will do geocode this trip. Default value is 0
PU Longitude	Optional	Decimal	If Not Provided ITC will do geocode this trip. Default value is 0
DO Latitude	Optional	Decimal	If Not Provided ITC will do geocode this trip. Default value is 0
DO Longitude	Optional	Decimal	If Not Provided ITC will do geocode this trip. Default value is 0
Estimated Distance	Optional	Decimal	Unit of distance is Miles, If Not Provided then ITC will do geocode this trip.
Estimated Time	Optional	Decimal	Unit of Time is Minutes, If Not Provided then ITC will do geocode this trip.
Estimated Cost	Optional	Decimal	Unit of Cost is \$, If Not Provided then ITC will do geocode this trip.
Total Ambulatory	Required	Integer	Number of Ambulatory Passengers
Total Wheel Chairs	Required	Integer	Number of Wheel Chairs Passengers
MV Medical ID	Optional	String	Patient's Medical ID
LOS	Optional	Character	'Level Of Service' will contain either A or W
Provider Cost	Optional	Decimal	
PCA	Optional	Boolean	
Pick Remarks	Optional	String	
Drop Remarks	Optional	String	
PU Stop#	Optional	Integer	Sequence # of PU Node after Routing, default value is -1
DO Stop#	Optional	Integer	Sequence # of DO Node after Routing, default value is -1
Funding Source	Optional	String	Coming in current Star File, ITC is copying it in extra information field.
Metro Access ID	Optional	String	
Mobility Aids	Optional	String	
Pass On	Optional	String	
Space On	Optional	String	
Sub Type	Optional	String	

## 1.2. API JSON Example

**API Request:**

**Http Method:** POST

**Request-Type:** JSON

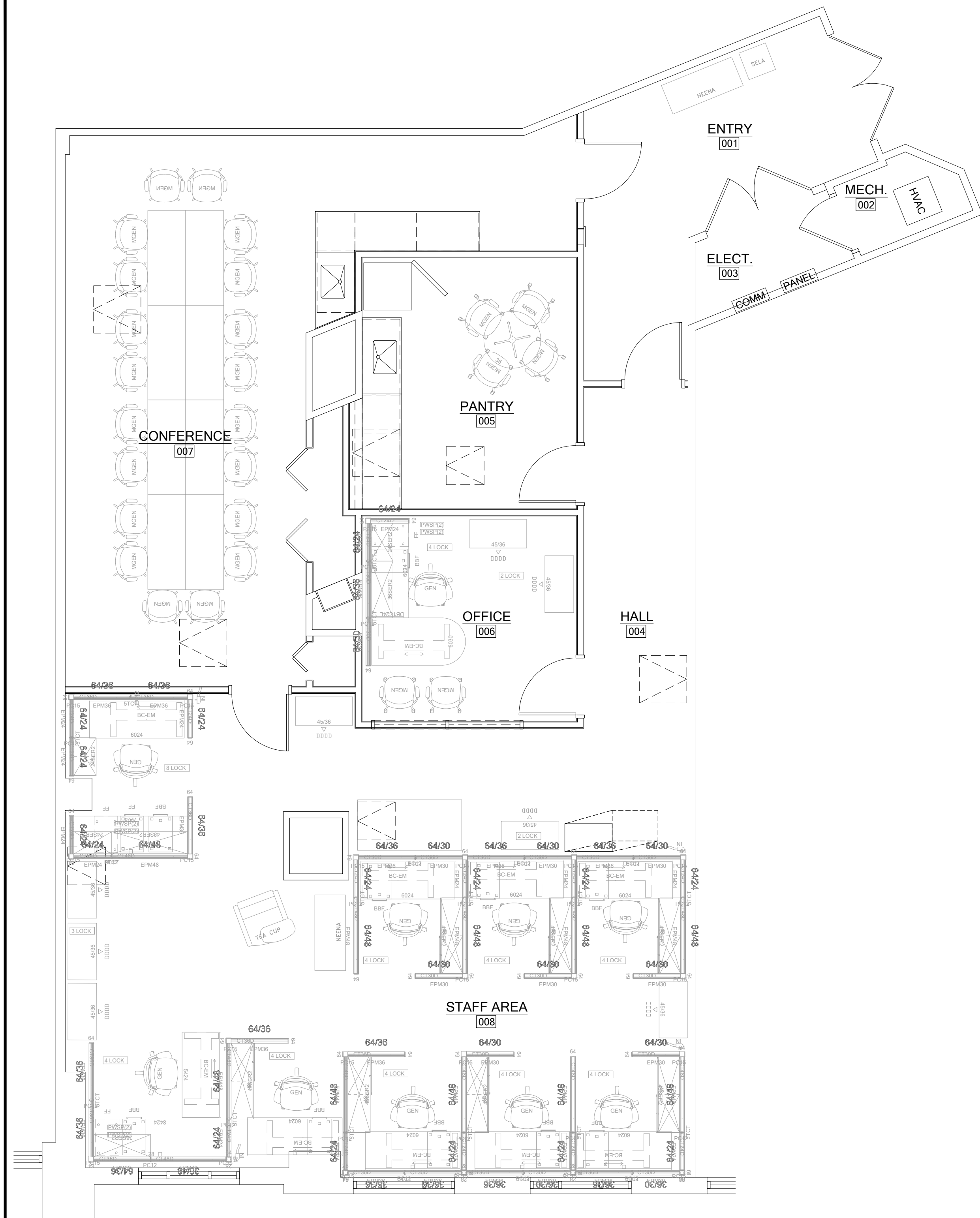
**Host:** /Get Star Routes

```
{"FetchDate":"09/06/2016","TSPName":"Diamond", "Security Key" : "SecuredMutualKey@star@itc"}
```

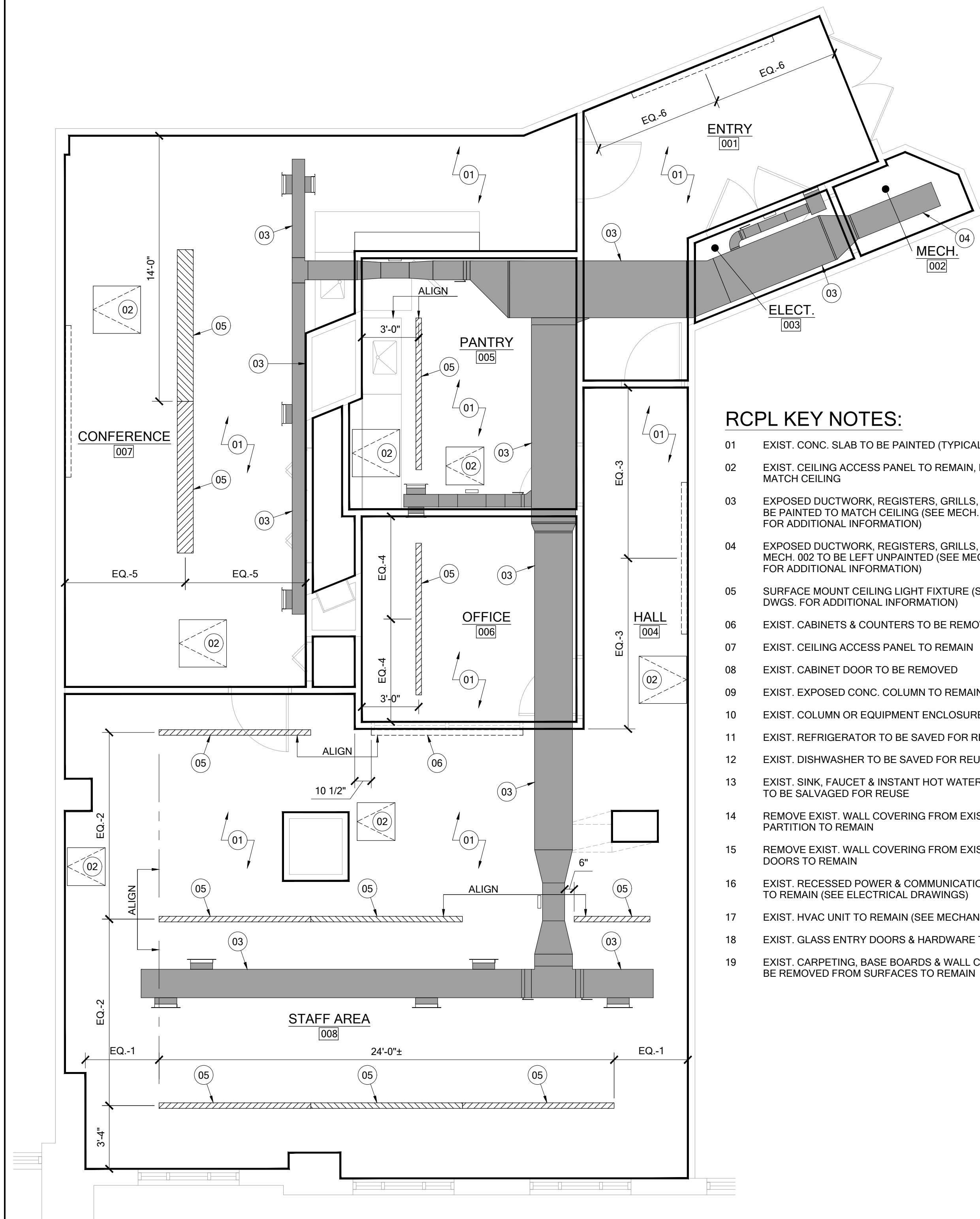
Trip Parameter:

```
{  
  "ResponseType": List of Objects,  
  "StartRouteTrips": [  
    {  
      "Job Date Time": "2016-09-06T15:33:29.623",  
      "Trip Number": "012345"  
      "Route Number": "R123",  
      "Schedule PU Time": "2016-09-06T15:45:29.623",  
      "Schedule DO Time": "2016-09-06T15:58:29.623",  
      "Appointment Time": "2016-09-06T16:15:29.623",  
      "First Name": "Warden",  
      "Last Name": "Jason",  
      "Phone Number": "7038208786",  
      "PU Address": "610 S CARLIN SPRINGS RD",  
      "PU City": "ARLINGTON",  
      "PU State": "VA",  
      "PU Zip": "22204",  
      "DO Address": "6795 WILSON BLVD",  
      "DO City": "SEVEN CORNERS",  
      "DO State": "VA",  
      "DO Zip": "22044",  
      "PU Latitude": 38.859344,  
      "PU Longitude": -77.1281785,  
      "DO Latitude": 38.873281,  
      "DO Longitude": -77.154663,  
      "Estimated Distance": 1.50,  
      "Estimated Time": 15.00,  
      "Estimated Cost": 10.25,  
      "Total Ambulatory": 1,  
      "Total Wheel Chairs": 0,  
      "MV Medical ID": "3002614",  
      "LOS": "A",  
      "Provider Cost": 3.50,  
      "PCA": "false",  
      "Pick Remarks": "REAR ENTR",  
      "Drop Remarks": "EMRG JO ANNE MCKEY",  
      "PU Stop#": 1,  
      "DO Stop#": 4,  
    }  
  ]  
}
```

"Funding Source": "SNLOOP3",  
"Metro Access ID": "SNL3 2614",  
"Mobility Aids": "CA,VIS",  
"Pass On": "CLI1",  
"Space On": "AM1",  
"Sub Type": "REG"  
"Job Date Time": "2016-09-06T16:33:29.623",  
"Trip Number": "012345"  
"Route Number": "R123",  
"Schedule PU Time": "2016-09-06T16:45:29.623",  
"Schedule DO Time": "2016-09-06T16:58:29.623",  
"Appointment Time": "2016-09-06T17:15:29.623",  
"First Name": "Warden",  
"Last Name": "James",  
"Phone Number": "7038208786",  
"PU Address": "610 S CARLIN SPRINGS RD",  
"PU City": "ARLINGTON",  
"PU State": "VA",  
"PU Zip": "22204",  
"DO Address": "6795 WILSON BLVD",  
"DO City": "SEVEN CORNERS",  
"DO State": "VA",  
"DO Zip": "22044",  
"PU Latitude": 38.859344,  
"PU Longitude": -77.1281785,  
"DO Latitude": 38.873281,  
"DO Longitude": -77.154663,  
"Estimated Distance": 1.50,  
"Estimated Time": 15.00,  
"Estimated Cost": 10.25,  
"Total Ambulatory": 1,  
"Total Wheel Chairs": 0,  
"MV Medical ID": "3002614",  
"LOS": "A",  
"Provider Cost": 3.50,  
"PCA": "false",  
"Pick Remarks": "REAR ENTR",  
"Drop Remarks": "EMRG JO ANNE MCKEY",  
"PU Stop#": 2,  
"DO Stop#": 3,  
"Funding Source": "SNLOOP3",  
"Metro Access ID": "SNL3 2614",  
"Mobility Aids": "CA,VIS",  
"Pass On": "CLI1",  
"Space On": "AM1",  
"Sub Type": "REG"



- FURNITURE NOTES:**
- 01 FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE TO BE SELECTED & INSTALLED BY TENANT (SEE ELECTRICAL DRAWINGS FOR POWER & COMMUNICATIONS TO FURNITURE TO BE INCLUDED IN SCOPE OF WORK).



- RCPL KEY NOTES:**
- 01 EXIST. CONC. SLAB TO BE PAINTED (TYPICAL)
  - 02 EXIST. CEILING ACCESS PANEL TO REMAIN, PAINT TO MATCH CEILING
  - 03 EXPOSED DUCTWORK, REGISTERS, GRILLS, ETC TO BE PAINTED TO MATCH CEILING (SEE MECH. DWGS. FOR ADDITIONAL INFORMATION)
  - 04 EXPOSED DUCTWORK, REGISTERS, GRILLS, ETC. IN MECH. 002 TO BE LEFT UNPAINTED (SEE MECH. DWGS. FOR ADDITIONAL INFORMATION)
  - 05 SURFACE MOUNT CEILING LIGHT FIXTURE (SEE ELECT. DWGS. FOR ADDITIONAL INFORMATION)
  - 06 EXIST. CABINETS & COUNTERS TO BE REMOVED
  - 07 EXIST. CEILING ACCESS PANEL TO REMAIN
  - 08 EXIST. CABINET DOOR TO BE REMOVED
  - 09 EXIST. EXPOSED CONC. COLUMN TO REMAIN
  - 10 EXIST. COLUMN OR EQUIPMENT ENCLOSURE TO REMAIN
  - 11 EXIST. REFRIGERATOR TO BE SAVED FOR REUSE
  - 12 EXIST. DISHWASHER TO BE SAVED FOR REUSE
  - 13 EXIST. SINK, FAUCET & INSTANT HOT WATER HEATER TO BE SALVAGED FOR REUSE
  - 14 REMOVE EXIST. WALL COVERING FROM EXIST. PARTITION TO REMAIN
  - 15 REMOVE EXIST. WALL COVERING FROM EXIST. DOORS TO REMAIN
  - 16 EXIST. RECESSED POWER & COMMUNICATIONS PANELS TO REMAIN (SEE ELECTRICAL DRAWINGS)
  - 17 EXIST. HVAC UNIT TO REMAIN (SEE MECHANICAL DRAWINGS)
  - 18 EXIST. GLASS ENTRY DOORS & HARDWARE TO REMAIN
  - 19 EXIST. CARPETING, BASE BOARDS & WALL COVERING TO BE REMOVED FROM SURFACES TO REMAIN

- REFLECTED CEILING NOTES**
- 01 FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE TO BE SELECTED & INSTALLED BY TENANT (SEE ELECTRICAL DRAWINGS FOR POWER & COMMUNICATIONS TO FURNITURE TO BE INCLUDED IN SCOPE OF WORK).

**EXHIBIT E  
 OFFICE SPACE  
 LAYOUT**

THIS DRAWING & ITS CONTENTS ARE THE PROPERTY OF WHA ARCHITECTURE & PLANNING. ANY USE OR DUPLICATION FOR PURPOSES OTHER THAN THOSE PREVIOUSLY AGREED TO IN RELATION TO THE PROJECT INDICATED MUST BE AUTHORIZED IN WRITING BY WHA ARCHITECTURE & PLANNING.

CLIENT:  
**DC APT 1, LLC**  
 165 BROADWAY - ONE LIBERTY PLAZA  
 21ST FLOOR  
 NEW YORK, NY 10003

PROPERTY MANAGER  
 LINCOLN PROPERTY COMPANY  
 JUSTIN BAIRD, PROJECT MANAGER  
 Tel: 703-834-1900 | Mobile: 703-981-0795

**W H A**  
 ARCHITECTURE AND PLANNING

1408 N. FILLMORE ST., SUITE 9 ARLINGTON, VA 22201  
 PH: (703) 527-1227 FAX: (703) 527-1690

PROJECT:  
**TENANT IMPROVEMENTS**  
 2301 COLUMBIA PIKE  
 SUITE 120  
 2301 COLUMBIA PIKE, SUITE 120  
 ARLINGTON, VA 22204

TITLE:  
**ARCHITECTURAL  
 FURNITURE & REFLECTED  
 CEILING PLANS**

WHA PROJ. NO.: 17004

REVISIONS:  
 NO. DATE DESCRIPTION  
 01 08/06/17 100% REVIEW SUBMISSION

DATE: MAY 22, 2017 SCALE: AS NOTED  
 DRAWN BY: bhk CHECK BY: LTW  
 SHEET NO. SHEET NO.  
**A-102**

**ARLINGTON COUNTY GOVERNMENT  
ATTACHMENT F- PRICE SCHEDULE**

<b>NAME OF OFFEROR OR CONTRACTOR</b>	<b>SOLICITATION OR CONTRACT NUMBER</b>	<b>PAGE</b>
First Transit, Inc	TBD	Section III
<b>SCOPE OF WORK</b>		
The Contractor shall provide Call Center services and management of the Arlington County Specialized Transit for Arlington Residents (STAR) Para-Transit program.		

<b>PERSONNEL, WAGES AND FRINGES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
General Manager	\$ 97,398	\$ 99,833	\$ 102,329	\$ 104,887	\$ 107,509	\$ 511,956
Operations Manager	\$ 60,060	\$ 61,561	\$ 63,100	\$ 64,678	\$ 66,295	\$ 315,693
Scheduler	\$ 42,224	\$ 43,364	\$ 44,535	\$ 45,737	\$ 46,972	\$ 222,832
Call Center Specialists	\$ 232,271	\$ 236,848	\$ 243,242	\$ 249,810	\$ 256,555	\$ 1,218,725
Fringe Benefits	\$ 67,835	\$ 66,975	\$ 67,109	\$ 67,246	\$ 67,386	\$ 336,550
Payroll Taxes	\$ 38,194	\$ 40,818	\$ 41,908	\$ 43,030	\$ 44,184	\$ 208,134
<b>TOTAL - PERSONNEL, WAGES AND FRINGES</b>						<b>\$ 2,813,893</b>

<b>ADMINISTRATIVE EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Office Supplies	\$ 1,330	\$ 1,363	\$ 1,397	\$ 1,432	\$ 1,468	\$ 6,991
Supplemental Services (IT/Service QA/QC)	\$ 36,288	\$ 37,195	\$ 38,125	\$ 39,078	\$ 40,055	\$ 190,740
Copier Equipment/Miscellaneous Furniture Equipment	\$ 2,760	\$ 2,805	\$ 2,434	\$ 2,508	\$ 2,557	\$ 13,064
Non County-Owned/Non-Revenue Vehicle Equipment	\$ 10,702	\$ 10,944	\$ 11,240	\$ 11,480	\$ 11,755	\$ 56,120
Corporate Fee/Profit	\$ 109,134	\$ 111,484	\$ 114,025	\$ 116,703	\$ 119,451	\$ 570,796
<b>TOTAL - ADMINISTRATIVE EXPENSES</b>						<b>\$ 837,711</b>

<b>TECHNOLOGY/COMMUNICATIONS SYSTEMS</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>
Software	\$ 29,363	\$ 30,035	\$ 30,723	\$ 31,429	\$ 32,152	\$ 153,701
License fees and upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL - TECHNOLOGY/COMMUNICATIONS SYSTEMS</b>						<b>\$ 153,701</b>

**TOTAL (PERSONNEL, WAGES, FRINGES, ADMINISTRATIVE EXPENSES AND TECHNOLOGY/COMMUNICATIONS SYSTEMS) \$ 3,805,304**

**ARLINGTON COUNTY GOVERNMENT  
ATTACHMENT F- PRICE SCHEDULE**

NAME OF OFFEROR OR CONTRACTOR First Transit, Inc	SOLICITATION OR CONTRACT NUMBER TBD	PAGE Section III
SCOPE OF WORK The Contractor shall provide Call Center services and management of the Arlington County Specialized Transit for Arlington Residents (STAR) Para-Transit program.		

PERSONNEL, WAGES AND FRINGES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
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**NOTES:**

**BASIS OF AWARD:** This is a Fixed Unit-Price, Indefinite Quantity Contract. Price evaluation will be based on the total price of the base period.

**NOTE:** Contractor will be paid only for actual quantities/hours of service performed or provided. In addition, the fully burdened hourly rates contained above shall be inclusive of all labor, overhead, materials, replacement parts, and profit necessary to perform requirements of the contract.

EXHIBIT - G

LIVING WAGE FORMS

**WAGE NOTICE**

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

**\$17.00 PER HOUR**

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION  
SECTION 4-103

**FOR INFORMATION CONTACT:**

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



# **AVISO de SALARIO**

## **MINIMO**

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

A

**\$17.00 POR HORA**

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

**PARA OBTENER MAS INFORMACIÓN, LLAME A:**

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

**PARA INFORMACION EN PERSONA DIRIJASE A:**

2100 CLARENDON BOULEVARD, OFICINA No 500  
ARLINGTON, VA 22201



**EXHIBIT - H**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is hereby entered into between First Transit, Inc. (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

**Recitals**

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

**1) Definitions**

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a sub-contractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

## 2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or sub-contractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or sub-contractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

**3) Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
1. Disclosure is Required by Law;
  2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
  3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

**4) Obligations of Covered Entity**

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.



- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which shall be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

**5) Term, Termination and Breach**

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to sub-contractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
  - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
  - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, sub-contractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, sub-contractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify

Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

**6) Miscellaneous**

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or First Class mail, postage prepaid at:

(1) Marcy Foster,  
Arlington County Privacy Officer  
2100 Clarendon Blvd., Suite 511  
Arlington, Virginia 22201

(2) MinhChau Corr  
County Attorney (Acting)  
2100 Clarendon Blvd., Suite 511  
Arlington, Virginia 22201

(3) William Jones  
Project Officer  
2100 Clarendon Blvd., Suite 900  
Arlington, Virginia 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

First Transit, Inc.  
Attn: Mr. Bradley A Thomas, President  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or sub-contractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.

- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any sub-contractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and sub-contractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and sub-contractors shall be bound by the confidentiality requirements herein and the provisions of

this Business Associate Agreement shall be incorporated into any training or contracts with the same.

- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

**Arlington County, Virginia**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: County Privacy Officer

Date: \_\_\_\_\_

**Business Associate**

DocuSigned by:  
Tim McCann  
(Signature)

Name: Tim McCann

Title: Sr. Vice President

Date: 9/16/2021

**EXHIBIT –I**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of First Transit, Inc. (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 20-090 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved sub-contractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

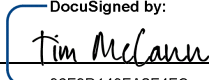
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or sub-contractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or sub-contractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or sub-contractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and sub-contractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:   
 Printed Name and Title: Tim McCann Sr. Vice President  
 Date: 9/16/2021

**EXHIBIT - J**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 20-090 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.



I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

Contractor’s Project Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**