

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 18-082
AMENDMENT NUMBER 5**

This Amendment Number 5 is made on 6/23/2022 by the County and amends Agreement Number 18-082 ("Main Agreement") dated December 13, 2018 between **The Destination Sales and Marketing Group, LTD** ("Contractor") and the **County Board of Arlington County, Virginia** ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

1. IN ACCORDANCE WITH PROVISION 4: CONTRACT TERM, THE COUNTY EXERCISES THE 2ND OPTION RENEWAL FOR THE PERIOD OF TWELVE MONTHS FROM JULY 1, 2022 TO JUNE 30, 2023.
2. IN ACCORDANCE WITH PROVISION 7: CONTRACT PRICE ADJUSTMENTS, the Fixed Hourly Rates are increased by 4% in accordance with the Consumer Price Index. **Such increase will commence on July 1, 2022.**
3. REPLACE EXHIBIT A – SCOPE OF WORK IN ITS ENTIRETY WITH THE ATTACHED EXHIBIT A – SCOPE OF WORK, which is incorporated into and made a part of this Amendment.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

THE DESTINATION SALES AND MARKETING GROUP, LTD

AUTHORIZED: DocuSigned by:
SIGNATURE: *Dr. Sharon T. Lewis*
89B86B1AD301462...
NAME: Dr. Sharon T. Lewis
TITLE: Purchasing Agent
DATE: 6/23/2022

AUTHORIZED: DocuSigned by:
SIGNATURE: *Lois Demeester*
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NAME: Lois Demeester
TITLE: CEO
DATE: 6/23/2022

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EXHIBIT-A**SCOPE OF WORK****SCOPE OF SERVICES****A. GENERAL**

The Contractor shall provide all labor, supervision, materials, equipment, and deliverables to accomplish the services specified in this Scope of Work for the operation and administration of the Arlington County Commuter Services (ACCS) Transportation Demand Management (TDM) programs.

B. PROGRAMS

The Contractor is responsible for overall design, management, and operations/staffing of the following Arlington TOM programs:

1. Arlington Transportation Partners

Arlington Transportation Partners (ATP) is Arlington's business-to-business TDM outreach organization. ATP offers free assistance to businesses, multi-family residential communities, commercial properties, hotels, and schools to help employees use alternatives to driving alone to Work. In operating the ATP program, the Contractor shall manage and enhance relationships with existing customers:

- Over 800 Employers
- Over 300 Residential Communities
- 80+ Commercial Properties
- 42 Arlington Public Schools sites and administrative buildings
- 47 Hotels

The Contractor shall also actively seek out new business-to business-customer prospects in order to expand the reach of ATP services. Contractor services under this program include, but are not limited to, the following:

- a. **Transit Benefit Assistance** - The Contractor shall provide assistance to employers including program creation, writing benefit policies, and enrollment assistance.
- b. **Recognition Program** - The Contractor shall administer ATP's current recognition program, Champions, which recognizes and rewards businesses, residential communities, commercial properties and schools in Arlington for implementing transportation programs and strategies.
- c. **Employee Transportation Surveys** - The Contractor, under this function coordinated with the research function (section 8.6. below), shall provide a comprehensive survey for employers to administer to help them understand their employees' commuting patterns. The results help to recommend the right programs and information to each individual employer.
- d. **Customized Services** -The Contractor shall provide customized marketing materials including but not limited to newsletters, commute planners, quick glance sheets, posters, maps, and resource guides that are created exclusively for each company, office, multifamily, or other Arlington property location.

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- e. **Transportation Events for Employers, Employees, and Tenants-The** Contractor shall attend, plan, and/or **staff** seminars, brown bag lunches, and Workshops to provide more information to companies and their employees about commuting options and benefit information. The Contractor shall hold networking events for clients and prospects to meet other customers and share best practices.
- f. **Transportation Brochures** -The Contractor shall provide customers with free brochures about transit in the region, Metrorail, ART and Metrobus, as well as car sharing, bicycle, pedestrian, and other transportation options. These brochures are created by regional agencies or Arlington, or through other programs or services under this Scope of Work.
- g. **Vanpool Program** - The Contractor shall Work with customers to encourage the formation and support of vanpooling.
- h. **Capital Bikeshare** - The Contractor shall educate customers about the use of and corporate membership in the region's Capital Bikeshare program, and assist them with enrollment and renewal.
- i. **Bicycle Friendly Business Assistance** - The Contractor shall help companies submit applications and receive national recognition through the League of American Bicyclists.
- j. **Best Workplaces for Commuters** (Center for Urban Transportation Research, USF) - The Contractor shall help companies submit applications and receive national recognition for programs that have been implemented to encourage sustainable transportation innovation at employer sites.
- k. **Office Relocation Services** - The Contractor shall Work with Arlington Economic Development (AED), as requested, to assist in analyzing a company's relocation issues and provide recommendations for solving the commuting impact on employees.
- l. **Hotel & Visitors Services** - The Contractor shall Work with Arlington hotels by providing employees with customized transportation programs that take into account non-traditional Work hours. The Contractor shall also train concierges on transportation options and provides materials for hotel guests on walking, biking, and transit options.
- m. **Multifamily Outreach** - The Contractor shall provide management and staff training and direct-to-resident outreach, incentives, and promotions. The Contractor shall conduct periodic surveys of residential properties.
- n. **TOM for Schools** - The Contractor shall Work with Arlington Public Schools (APS) to help reduce the number of drive alone commuters among teachers and staff by promoting transit, biking, walking, carpooling, and vanpooling. The Contractor shall maintain a partnership with the APS Administration to help implement their coordinated TDM effort between APS and Arlington to achieve reductions in SOV commuters and to increase the use of transit, biking, and walking for students and staff.

2. **Bike Arlington**

Bike Arlington focuses on Arlington residents, business, and local government to encourage more people to bike more often. The Contractor shall Work with the community and Arlington planners to inform improvements to bike facilities, to provide customized materials (such as the Arlington Bike Map and Comfort Bike Map) that support biking, and to plan, host, or partner on events and other community outreach efforts to welcome and encourage bicyclists.

The Contractor shall act **as a** regional conduit for bike advocacy and the dissemination of bike information, and manage the reporting-out to stakeholders of Arlington bike facility usage data. In

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addition, the Contractor shall produce promotional materials, manage a website and social media platforms, and promote Arlington's **Be a PAL**- Predictable, Alert, Lawful - safety program.

3. Capital Bikeshare

The Contractor shall oversee Arlington's operations and maintenance contract with the Capital Bikeshare vendor, participate on the regional bikeshare stakeholder group with other jurisdictions who are members of Capital Bikeshare, and provide in-house planning and management of operations for Arlington's portion of Capital Bikeshare. The Contractor shall Work closely with other local agencies and the public to determine both short and long-term plans for growth of this popular **mode** of travel. In Arlington, shall coordinate with Arlington permitting processes for station siting, and shall support annual and capital projects budgeting decision-making.

The Contractor shall promote the use of Capital Bikeshare through educational and outreach efforts targeting residents, Workers, and visitors to Arlington. The Contractor shall produce Arlington-specific collateral such as but not limited to brochures, flyers, direct mail, giveaways, and station panels. The Contractor shall organize and staff events to promote Capital Bikeshare membership and use, and shall Work with the regional marketing contractor on updates to the Capital Bikeshare website and social media.

4. Walk Arlington

The Contractor shall Work closely with Arlington residents and planners to create and maintain Arlington-specific Neighborhood Walkabouts and create or partner on walking events that support community and local businesses. The Contractor shall produce promotional materials, manage a website and social media platform, and promote Arlington's **Be a PAL**- Predictable, Alert, lawful- safety program. The Contractor shall develop new programs as needed to encourage walking as a form of transportation.

5. Mobility Lab

The Contractor, through the Mobility lab communications program, shall share research, policy recommendations, and best practices to increase awareness and knowledge about more and advanced transportation solutions with Arlington County, other TDM practitioners and transportation Industry audiences. The Contractor shall develop, **aggregate**, curate, and share transportation demand management stories with the support of an online network of contributors. In addition to its online presence, the Contractor shall, under the Mobility Lab brand, regularly host events to convene top advocates, practitioners, researchers, technology gurus, and more. The Contractor shall produce other communications tools such as videos, webchats, e- newsletters, and other solutions as needed.

6. TDM Research

The Contractor shall Work with Arlington staff to determine an annual research plan, considering desired research projects as well as funding sources available. A focus of routine research efforts shall be measuring satisfaction of ACCS customers and the Impacts of ACCS programs. The Contractor shall be responsible for producing annual output measurements for ACCS programs, such as the number of vehicles removed from the road on a daily basis, vehicle miles eliminated, trips eliminated, and CO2 reductions.

As state and federal reporting requirements evolve, the Contractor shall be expected to keep up-to-date the Impact measurement strategies and tools to meet those new requirements. Examples of other

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research efforts the Contractor shall be expected to manage include, as requested and where funding is available, such projects as the Arlington Residential Survey, ATP Customer Survey, Bike/Walk Survey, Commuter Store customer satisfaction surveys and analyzing the Arlington portion of the region's State of the Commute survey.

The Contractor shall be expected to design and execute FHWA and DRPT grants, if awarded, for specific, non-recurring research deliverables related to TDM, transit, transportation options, marketing, customer satisfaction, and possibly other functions of Arlington's transportation programs. Where the research tasks extend beyond the core capabilities of the assigned research team, the Contractor shall be expected to obtain the staffing resources necessary to produce the deliverables. (See section C. General Responsibilities and 0. Staffing Conditions for more information.)

In addition to original local TDM and transportation research, the Contractor is expected to stay abreast of the latest national and international research literature on TDM program implementation and effectiveness, and to develop internal systems and routines for sharing this knowledge with and helping to improve all ACCS programs.

The research function will also be expected, when directed by the Project Officer, to support DES-DOT Division-wide research and performance management initiatives, such as but not limited to, The Division of Transportation's Annual Performance Measures Report, or analysis of regional surveys or regional survey oversamples taken to benefit Arlington (State of the Commute is an example of the former, Household Travel Survey an example of the latter). The research program shall be staffed and positioned to provide research support to other Bureaus in DOT, when approved by the Project Officer, in order to **assist** other Bureaus with the design and execution of necessary studies to enhance the services they provide.

The Contractor shall coordinate the TDM Communications and TDM Research functions of this Scope of Work to ensure that Arlington original research is disseminated to all appropriate audiences in a timely manner.

7. TDM for Site Plan Development

The Contractor shall Work directly with Arlington staff, developers, construction contractors, and property managers to mitigate the transportation impacts of new development by increasing the availability, awareness, and use of transit, ridesharing, car sharing, biking, bikes sharing, teleworking and walking. The Contractor shall support the major existing strategies of this program, such as development of a building-specific TDM Plan and incorporation of physical infrastructural features into new or renovated development.

The Contractor shall support the design and composition of effective development conditions and permit plan review processes. The Contractor shall monitor TDM program implementation at operating site plan and special use permit projects to ensure they meet their development commitments, and that those properties are connected to all the TDM resources ACCS puts at their disposal. The Contractor shall support the tracking of revenues associated with TDM contribution requirements through which private sector development supports the provision of TDM services.

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The Contractor shall also manage, in coordination with the Mobility Lab¹¹¹ research function of this Scope of Work, the performance monitoring program for special exception development, whereby Arlington obtains multimodal trip generation and mode split performance data at site plan buildings to better understand their overall transportation Impacts and the awareness and use of TDM programs.

At the beginning of the Contract, the Contractor will be responsible for monitoring annually over Two Hundred (200) active special exception sites In Arlington. It Is anticipated the number will grow each year at the pace of new development. The Contractor will be responsible for Working with those sites, coordinating with the voluntary supportive programs of ACCS as well as coordinating with the Police Department, Zoning, and other sections In DES as needed.

C. **GENERAL RESPONSIBILITIES**

The following may apply across all the programs which the Contractor will operate and administer.

1. Grants

Writing and receiving grants Is necessary to ensure the continued operation and success of ACCS programs. ACCS funding to operate Its many programs and services includes local, state, and federal grants and therefore such programs and services must be implemented In accordance with applicable federal, state, and local statutes, regulations, and compliance requirements.

Grant funding for the County's Commuter Services program includes, but Is not limited to, the Federal Highway Administration's Congestion Mitigation/Air Quality (CMAQ) program, Surface Transportation Block Grant (STBG) , Virginia Department of Rail and Public Transportation (DRPT), Virginia Department of Transportation (VDOT), Northern Virginia Transportation Commission (NVTC).

The Contractor shall also be responsible for researching new sources of grants to diversify and expand ACCS current funding sources, application writing, management, reporting, and deliverables associated with grants. The Contractor shall follow all grant requirements and procedures.

The Contractor shall support the County In their responsibilities to obtain and manage awarded grants.

2. Office and Equipment

- a. Approximately 11,132 rentable square feet of office space will be provided at 1501 Wilson Boulevard, 11th Floor, Arlington. The County shall provide approximately Sixty Percent (60%) of the space to the successful Contractor, free of charge, solely to provide services related to this Contract.
- b. Furnishings, including but not limited to Workstations, equipment, computers, telephones, and other furniture will also be provided. (See Exhibit G for a complete list).
- c. All County-supplied furnishings shall remain the property of Arlington and may only be used for performing Arlington business under this Contract. All furnishings, equipment, and materials must be returned by the Contractor to Arlington promptly at Arlington's request, and upon expiration or termination of this Contract.
- d. The Contractor is responsible for maintaining all County-provided equipment under this Contract and shall take all necessary precautions for safety and protection of such equipment.
- e. Damage to County-owned equipment, caused by the Contractor, shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor. However, the County, at Its sole

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discretion, may elect to repair and/or replace damaged equipment and property itself and such costs will be deducted from Contractor invoices.

- f. The Contractor, at its sole expense, is responsible for the purchase, maintenance, and upkeep of any additional equipment or supplies necessary for TDM operations.
- g. The County anticipates the possibility of the Contractor requiring equipment/promotional items not explicitly included or set forth in the Scope of Services but that may be requested by the County. However, the Contractor shall not purchase any such equipment/promotional items, without prior written approval of the Project Officer. The Contractor shall also be required to provide Arlington with copies of invoices for verification of the costs.

3. Marketing Services and Communications

The Contractor shall provide Marketing Services staff to support the above listed programs. Activities shall include, but are not limited to, producing promotional brochures, advertisements, direct mail campaigns, flyers, posters, and videos; attending events and outreach sessions; managing websites and social media platforms; writing blog posts and award entries; developing other materials as needed; and coordinating and collaborating with other Arlington departments.

Contractor shall recommend marketing/advertising strategies, initiatives, events, campaigns, etc. to promote TDM services provided by ACCS. All strategies, initiatives, events, media efforts, campaigns, and budgets shall be approved by the County Project Officer prior to execution.

The content of any strategies, initiatives, events, media efforts is subject to the final approval of the County. Further, the Contractor shall not issue news releases pertaining to any aspect of the services being provided nor shall it use the names, logos or images of Arlington County, or any data or results arising from the performance of the Work as a part of any commercial advertising without the prior, written consent of the County. All such requests shall be directed to the Project Officer.

4. Meetings

The Contractor will be responsible for assigning key staff to attend monthly coordinating meetings with the Project Officer or designee and all other meetings as required. The Contractor will also make a representative available to attend or coordinate with, at the Project Officer's direction, other relevant regional meetings. Such meetings include, but are not limited to, (1) the Council of Government (COG) Transportation Planning Board (TBP), (2) Commuter Connections Subcommittee, (3) Washington Metropolitan Area Transit Authority (WMATA), (4) Association for Commuter Transportation (ACT), (5) Department of Rail and Public Transportation (DRPT), (6) Northern Virginia Transportation Commission (NVTC), (7) Northern Virginia Transportation Authority (NVTA), (8) Virginia Department of Transportation (VDOT), and other transportation or marketing-related agencies.

5. Invoices and Invoice Progress Reports

Invoices for Work completed against this Scope of Services are required to be received by the 15th of each month for the prior month's activities. **Said** invoices must be supported by detailed documentation supporting specific project activities to include a monthly progress report. Invoice and supporting documentation format shall be determined in cooperation with the Project Officer to ensure all documentation requirements are met.

The monthly progress report must include:

- Hours worked by the Contractor's staff on specific tasks and/or programs supported by timesheets with hourly rates;
- Specific tasks and/or programs completed during the prior month;
- Tasks, programs, projects in-progress including the name(s) of the staff member(s) working on each task/project; and
- Reimbursements (subject to Virginia and Federal regulations).

6. **Strategic Planning and Annual Work Plans**

- a. The Contractor shall coordinate with ACCS staff in the preparation of annual ACCS Performance Reports, Five Year Commuter Assistance Program Strategic Plan (CAPSP) and annual updates, and other Bureau-wide plans as requested.
- b. The County and the Contractor will negotiate an Annual Work Plan to support fulfillment of the requirements of this Scope of Services. The procedure for developing the Annual Work Plan shall comply with the following:
 - The first year Work Plan is attached hereto as Exhibit B.
 - One-Hundred Twenty (120) consecutive calendar days prior to the expiration of the Initial Work Plan or the expiration of any subsequent Annual Work Plan, the County and the Contractor shall review, revise or modify the Annual Work Plan.
 - The Annual Work Plan shall identify the specific services and/or deliverables to be performed, in conjunction with expected time of completion for each specific service or deliverable;
 - The Contractor and the County will negotiate the scope, staff assignment(s), deliverables, schedule requirements and budget for the Annual Work Plan;
 - The County will issue a Notice to Proceed for the Annual Work Plan which will include the agreed upon scope, deliverables, schedule requirements, and budget.
 - The Initial Work Plan and any subsequent Annual Work Plans will become an attachment to this Scope of Services.

7. **Transition Plan**

The Contractor shall be required to submit a Transition Plan within 10 days of contract execution. The Plan must describe the process, details, and schedule for providing an orderly transition during the Contract's transition period.

The objectives of the Transition Plan are: to minimize the impacts on continuity of operations; maintain communication with staff and affected communities; identify key issues; and overcome barriers to transition. The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the transition.

8. **Cooperation with Successor Contractor**

In the event a successor contractor assumes or is to assume responsibility for the operation of the Contract services upon the expiration date or termination date of the Agreement, the Contractor shall cooperate fully with the succeeding contractor to achieve an orderly transition of services without

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interruption of service. This cooperation shall include granting the succeeding contractor reasonable access to the office space to install equipment and make all other changes necessary for the transition of operations, provided there is minimal disruption to the existing contractors' businesses. The County reserves its right to withhold final payment or portions thereof should the Contractor not cooperate.

D. STAFFING REQUIREMENTS

1. Key Personnel

The following full-time Key Personnel must be provided by the Contractor.

a. Senior Project Manager

The Senior Project Manager shall be designated to serve as the on-site contract manager and be responsible for the day-to-day management, direction, and oversight of existing TDM programs as well as the implementation of new programs and services. The Senior Project Manager is also responsible for the overall direction of the program including strategic and business planning, management data and performance reporting on TDM activities, researching and developing proposals on TDM public policy, leading research and development of grant proposals, and evaluating and incorporating new TDM strategies while Working with the project's key lead positions and the County. The Senior Project Manager shall also be responsible for coordinating all Contractor personnel matters, including any performance matters, with the County Project Officer.

Required Qualifications and Skills

- Possess and demonstrate a minimum of seven (7) years of verifiable experience managing a TDM operations program and overseeing similar services as described in this RFP.
- Demonstrated skill and experience in TDM program design, transportation planning, project management, transportation demand measurement and modeling, marketing and communications, grants management, budget management, and strategic leadership.
- Expert written, verbal, and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies, and industry-related parties.
- Bachelor's degree in Urban or Transportation Planning, Geographic Information Sciences, Urban Design, Economics, marketing, business administration, or a related field, or equivalent number of years of experience.
- Experience managing an urban TDM program is preferred.

b. Sales Lead

The Sales lead is responsible for the day-to-day operations and management of the TDM direct sales and outreach functions that occur under the brand Arlington Transportation Partners. The Sales lead is responsible for overseeing the business-to-business engagement with employers and property management companies in order to tailor commuter benefits and campaigns to affect behavior change. The Sales Lead stays current with TDM industry

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policy and program issues and techniques, maintains lines of communication with industry partners, and ensures the close coordination of direct sales and outreach program efforts with the agendas and needs of community customers as well as County and regional transportation initiatives.

Required Qualifications and Skills

- Possess and demonstrate a minimum of Four (4) years of progressive responsible experience in the discipline, making contributions to, organizing and/or managing a sales team of similar size, scope, complexity of services as described in this RFP.
- Experience in professional sales, product advocacy, content marketing, education and community outreach and engagement.
- Extensive knowledge of TDM and national, regional, and local transportation policy issues.
- Demonstrated skill and experience in organizing large and small events.
- Expert written, verbal, and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies, and industry-related parties.
- Proficiency in database software for tracking and reporting program activities and impacts.
- Bachelor's degree in Business Administration, Marketing, Sales, Advertising, or a related field, or equivalent number of years of experience.

c. Research Lead

The Research Lead is responsible for the day-to-day operations and success of the research program. The Research Lead assists the County's TDM programs and the wider Arlington County Division of Transportation in the strategic design of evaluations to understand program and service impacts and areas for improvement. The Research Lead directs and conducts statistical analysis of local, regional, state, and national transportation data, creates and develops survey questionnaires, writes reports, and prepares and presents research to a wide variety of audiences. The Research Lead is also responsible for performance measurement for the maintenance of regional impact models and reports for local, regional, and national TDM stakeholders.

Required Qualifications and Skills

- Possess and demonstrate a minimum of five (5) years of progressively responsible experience in the discipline, making contributions to, organizing and/or managing a research program providing similar services as described in this RFP.
- Demonstrated skill and experience with social, economic, consumer and program evaluation research and statistical modeling and analysis.
- Knowledge of principles of research design and communications.
- Proficiency with analytical and survey software.
- Experience in successfully managing a team, research budget and delivering high quality research products and communications in a timely fashion.
- Expert written, verbal, and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies, and industry-related parties.
- Master's degree in Urban Planning, Geography, Statistics, Public Health, or a related field, or equivalent number of years of experience.

d. Marketing Lead

The Marketing Lead is responsible for the day-to-day operations and success of the transportation options marketing program. The Marketing Lead develops and implements strategic marketing plans and budgets, Works with designers, printers, photographers, videographers, and others to produce materials within brand guidelines, and generates and executes marketing campaigns across social media platforms. The Marketing lead Works with key stakeholders to gain a better understanding of outreach and sales goals, generates reports for campaigns using data based on analytics tools or other research, and explores new methods to identify and engage new clients.

Required Qualifications and Skills

- Possess and demonstrate a minimum of five (5) years of progressively responsible experience in the discipline, making contributions to, organizing, and/or managing a marketing program and similar services as described in this RFP.
- Experience generating and executing marketing campaigns across social media platforms.
- Experience and knowledge of current marketing practices, developing and implementing strategic marketing plans and budgets.
- Experience Working with designers, printers, photographers, videographers and others to produce materials within brand guidelines.
- Demonstrated excellent communication and creative thinking skills.
- Bachelor's degree in Business Administration, Marketing, Advertising, or a related field, or equivalent number of years of experience.

e. Bike/Ped Lead

The Bike/Ped Lead is responsible for the day-to-day operations and success of the biking and walking education and promotion programs. The Bike/Ped Lead oversees the identification of target audiences, the design and development of new program initiatives, the planning and staffing of small and large-scale community events, and the development of biking and walking-related maps, videos, brochures, social media content, and other messaging platforms. The Bike/Ped lead also ensures proper coordination with infrastructure and long-range planning and implementation activities of the County and the school system, as well as with regional entities and plans where needed.

Required Qualifications and Skills

- Possess and demonstrate a minimum of five (5) years of progressively responsible experience in the discipline, making contributions to, organizing, and/or managing a bicycle and pedestrian transportation program providing services as described in this RFP.
- Experience involving policy development, analysis and/or evaluation of transportation, health, or environmental issues.
- Expert written, verbal and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies and industry-related parties.
- Experience as an active participant in the components of active transportation such as biking and walking preferred.

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- Demonstrated skill and experience in policy and program development, strategic leadership, and Working and implementing with community and business organizations large-scale events such as **Bike to Work Day**.
- Bachelor's degree in Urban, Regional or Transportation Planning, Business Administration, or a related field, or equivalent number of years of experience.

f. Development Lead

The Development Lead is responsible for the day-to-day operations and success of the TDM for site plan development compliance and monitoring function. The Development Lead supports special exception development projects in the successful planning and implementation of their required TDM programs. The Development lead stays abreast of development cycles, approvals, and construction activities, as well as the state of the real estate marketplace, and tracks the schedules, documentation, and TDM needs associated with those processes. The Development Lead tracks and reports to the County the TDM monitoring and compliance activities, as well as the transportation performance of individual buildings through supervision of required performance monitoring research activities.

Required Qualifications and Skills

- Possess and demonstrate a minimum of Five (5) years of progressively responsible experience in the discipline, making contributions to, organizing, and/or managing a planning or development-focused TDM program and similar services as described in this RFP.
- Experience with monitoring and compliance processes.
- Experience and knowledge of principles of transportation demand management, smart growth and transit-oriented development,
- Demonstrated skill and experience with successfully managing projects or staff that require coordination across departments and/or disciplines.
- Expert written, verbal, and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies, and industry-related parties.
- Master's in Urban Planning or related field preferred, or equivalent number of years of experience. AICP or LEED AP preferred.

g. Capital Bikeshare Lead

The Capital Bikeshare Lead is responsible for the day-to-day planning, budgeting, permitting, purchasing, and installation of Capital Bikeshare stations, systems, and services. The Capital Bikeshare Lead ensures the timely preparation of the Transit Development Plan for the Capital Bikeshare system, which describes both the planning and the financing aspects of the County's portion of the regional system. The Capital Bikeshare Lead provides oversight of the fulfillment of the Operations and Maintenance and Equipment contracts, represents the County at regional bikeshare coordinating meetings, and communicates in a collaborative and ongoing way with County staff and community members regarding the sustainable expansion and maintenance of the system.

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Required Qualifications and Skills

Possess and demonstrate a minimum of Five (5) years of progressively responsible experience in the discipline, making contributions to, organizing, and/or managing a bikeshare system's operations, budgeting, and capital improvements, providing similar services as described in the Scope of Work.

- Demonstrated skill and experience Working with civic associations, business organizations, and public committees and commissions on bikeshare program operations and expansion.
- Demonstrated skill and experience with development and execution of license agreements, permits, MOUs, and cooperative procurements preferred.
- Expert written, verbal, and presentation skills to communicate effectively to internal groups, interest groups, regional groups, local agencies, and industry-related parties.
- Bachelor's degree in urban planning, business administration, engineering, or other relevant field, or equivalent number of years of experience.

2. Other Personnel

Contractor must provide additional staff, as necessary to perform the Scope of Work.

E. GENERAL STAFFING CONDITIONS

1. Contractor Responsibility/Standard of Conduct

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

- Permanent removal of personnel does not relieve the Contractor of the responsibility to continue providing the services required under this Contract, or create an entitlement to an equitable adjustment.
- The Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.
- The County reserves the right to assign Work to the positions covered by this contract on an as-needed or on-call basis. If Work for a position is assigned for a portion of a year, the cost will be calculated based on the actual time the service is provided.
- All on-call positions shall be filled within Thirty (30) consecutive calendar days upon request from the Project Officer. It is anticipated that on-call services will be provided from the Contractor's home office(s).

2. Contract Personnel Assignment

a. General

- The County throughout the life of the Contract has the right to approve and reject staff or sub-Contractors assigned to this Contract. Arlington reserves the right to require the Contractor to reassign any individual on the Contractor's project team if Arlington is unsatisfied with that individual's performance or if that individual fails to demonstrate the required qualifications or expertise. Arlington may participate in the selection process and reserves the right to review and approve replacement team members.
- The County will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of Arlington as a result of being hired by Arlington after application for a position through the open competitive personnel selection procedures of Arlington.
- All on-call positions shall be filled within thirty (30) days upon request from the Project Officer. It is anticipated that on-call services will be provided from the Contractor's home office(s).

b. Key Personnel

- The Key Personnel identified in the Contractor's proposal are considered to be essential to the Work being performed and may not be replaced without County approval. Prior to replacing any of the specified individuals, the Contractor must provide fifteen (15) days advance notice and shall submit written justification in sufficient detail to permit evaluation of the impact on the program and/or support.
- Should a Key Personnel need to be replaced for any reason, the Contractor shall provide to the County Project Officer, statement(s) of qualifications and resume(s) of proposed replacement(s). If the proposed replacement individual is rejected by the Project Officer, the Contractor will be given a chance to propose another individual. If the second replacement is also rejected by the Project Officer, the County reserves the right to terminate the assignment to the Contractor and obtain qualified and acceptable replacement from other sources. Permanent replacement shall be complete within thirty (30) days.
- If a Key Personnel is temporarily unavailable for Work due to extended medical leave, jury duty or other reasons, the Contractor shall fill the position with an interim replacement immediately upon request from the Project Officer.

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3. County Responsibility

- The County will provide the Contractor's employees means of access to the **assigned office space as needed** for performance of their Work. The County may also provide the Contractor's employees with photo ID card, identifying them as contract employees.
- The County will provide to the Contractor's employees Instructions and training in Arlington policies and procedures, handling confidential information, speaking on behalf of Arlington, handling Freedom of Information Act requests, as applicable to their Work under this Agreement. The Contractor shall assure that its employees comply with County policies and procedures and follow the Instructions related to their Work.
- The Project Officer will provide final review and approval of deliverables required under this Scope of Services.
- The Project Officer may direct the Contractor Senior Project Manager or other Contractor staff to Work directly with other County employees as needed to facilitate program Implementation.

4. Performance of Contractor Personnel

The County will assess the performance of the Contractor and Contractor personnel on an ongoing basis and communicate the results to the Contractor. Performance concerns are not be discussed with any Contractor personnel directly other than with the Senior Project Manager.

Should a Contractor personnel performance problem arise during the term of the Contract, the Contractor shall have five (5) consecutive business days from notification to correct the problem.

5. Telework & Alternate Work Schedules

The Contractor may permit teleworking and/or alternate work schedules according to its policy. The Project Officer may revoke telework and/or alternate work schedules at any time.

6. Work Hours

The Contractor shall not invoice more than Eighty (80) hours per pay period for all non-Key Personnel assigned to this Contract. All hours will be paid at the hourly rate (s) detailed in the Annual Work Plan.

- ### 7. Arlington Holidays/Arlington Non-Work Days/Personal/Vacation/Sick and other Leave
- The Contractor may not bill for any sick, vacation, County holidays, or inclement weather days, for non-key personnel, without prior written consent/approval by the County's Project Officer.

The following is a list of Arlington holidays:

- New Year's Day
- Martin Luther King, Jr. Day

- Washington's Birthday (also known as President's Day)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

8. Training

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

9. Compensation

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

- c. The services for the Key Personnel will be compensated per a negotiated annual amount regardless of the amount of hours worked.
- d. Hourly Rates negotiated for each non-key personnel:
 - For Individuals and sub-contractors assigned to the Contract an amount computed by multiplying the number of hours worked times the individual's hourly compensation rate.
 - For individuals working out of Contractor's home office, Contractor may charge approved home office overhead rate.
 - Hourly rates shall remain fixed during the period of the first year Work Plan. Hourly rates may be adjusted for each subsequent Work Plan upon approval by the County.

10. Reimbursable Expenses

The County will compensate the Contractor for Reimbursable Expenses only if they are pre-approved by Arlington and in accordance with the Contract Terms and Conditions.

For pre-approval of all reimbursable expenses over \$10,000, the Contractor shall complete a reimbursable expense quote worksheet, showing three price quotes for the expense, and submit it to the Project Officer for review. The Project Officer will use the quote sheet to determine if the reimbursable expense is fair and reasonable before approving the expense. The reimbursable expense quote worksheet is not required for reimbursable expenses that are less than \$10,000.

When authorized by the Project Officer, expenses may include:

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- **Travel Expenses**
 - a. Automobile Current GSA mileage rate
 - b. AirTravel Actual coach class fare
 - c. Rental Automobile Actual costs for midsize car or smaller
 - d. Taxis, ferries Actual costs
 - e. Public Transit Actual costs

- Per diem Expenses
 - a. Lodging* Current federal per diem rates, as published by GSA, including state and local taxes. GSA per diem rates can be found at <http://www.gsa.gov/portal/content/104877>.
 - b. Meals* Current federal per diem rates, as published by GSA, including state and local taxes GSA per diem rates can be found at <http://www.gsa.gov/portal/content/104877>.

- Training Expenses* Actual costs if approved by Arlington

- **Printing**
 - a. Bid sets, reports, final products* Actual Costs

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

11. Exclusions

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

- Normal commuting costs
- Fines for parking or traffic violations
- Office decorations
- Personal expenses (e.g. laundry, valet, haircuts)
- Alcoholic Beverages
- Personal Phone Calls
- Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
- Professional Licensing
- Professional Association Dues

5-31-22 CPI RATE = 8.6%
This Request = 4.0%

CONTRACT NO. 18-082 MOD. 0004
DS&MG FIXED HOURLY RATE REVISION REQUEST
FY23-OPTION YEAR TWO July 1, 2022 - June 30, 2023

Name	Position	Program(s)	OPTION YEAR ONE			BILLABLE HOURS	OY1 LEAD HOURLY RATE	TOTAL LABOR	FY23-OPTION YEAR TWO			OY1 LEAD FHR X 4%	OY2 LEAD HOURLY RATE	TOTAL LABOR
			FIXED HOURLY RATE						1/12TH BILLABLE	Home Office Hourly	BILLABLE HOURS			
			1/12TH BILLABLE	On-Site Hourly	Home Office Hourly									
KEY PERSONNEL 100% DEDICATED														
1.	DeMeester, L.	Senior Project Manager	Indirect	\$ 18,507			1809	\$ 122.76	\$ 222,081	\$ 19,342		1,818	\$ 127.67	\$ 232,105
2.	Duren, w.	Sales Lead	Arlington Transportation Partners	\$ 17,115			1809	\$ 113.53	\$ 205,382	\$ 17,888		1,818	\$ 118.07	\$ 214,653
3.	Seikaly, F.	Marketing Lead	Arlington Transportation Partners	\$ 14,654			1809	\$ 97.21	\$ 175,846	\$ 15,316		1,818	\$ 101.10	\$ 183,797
4.	Dunbar, H.	Capital Bikeshare Lead	Capital Bikeshare	\$ 12,965			1809	\$ 86.00	\$ 155,577	\$ 13,550		1,818	\$ 89.44	\$ 162,602
5.	Dallao, M.	Bike-Ped Lead	Active Transportation	\$ 12,965			1809	\$ 86.00	\$ 155,577	\$ 13,550		1,818	\$ 89.44	\$ 162,602
6.	Arreza, T.	Research Lead	Mobility Lab	\$ 16,541			1809	\$ 109.72	\$ 198,487	\$ 17,287		1,818	\$ 114.11	\$ 207,450
7.	McGraw, S.	Development Lead	TDM for Site Plans	\$ 11,300			1809	\$ 74.96	\$ 135,606	\$ 11,811		1,818	\$ 77.96	\$ 141,728
DIRECT LABOR 100% DEDICATED														
8.	Vacant to FY24	Program Manager, Walk Arlington	Active Transportation		\$ 81.08		1801		\$ 146,025		\$ 84.32	XXX		XXX
9.	Balick, D.	Program Manager, Bike Arlington	Active Transportation		\$ 87.32		1841		\$ 160,738		\$ 90.81	1,812		\$ 164,502
10.	Holmes, C.	Marketing Manager	Active Transportation		\$ 96.36		1801		\$ 173,544		\$ 100.21	1,812		\$ 181,530
11.	Cox, M.	Business Development Manager, Employer Services #1	Arlington Transportation Partners		\$ 94.71		1681		\$ 159,207		\$ 98.50	1,812		\$ 178,433
12.	Mooney, T.	Business Development Manager, Employer Services #4	Arlington Transportation Partners		\$ 86.08		1761		\$ 151,587		\$ 89.52	1,812		\$ 162,165
13.	Thompson, K.	Business Development Manager, Employer Services #3	Arlington Transportation Partners		\$ 77.06		1841		\$ 141,867		\$ 80.14	1,812		\$ 145,174
14.	Kluge, L.	Art Director	Arlington Transportation Partners		\$ 96.78		1681		\$ 162,687		\$ 100.65	1,692		\$ 170,249
15.	Bui, T.	Digital Specialist	Arlington Transportation Partners		\$ 64.24		1841		\$ 118,266		\$ 66.81	1,812		\$ 121,026
16.	Plasencia, E.	Business Development Manager, Hotel & Visitor Services, Commercial Services	Arlington Transportation Partners		\$ 70.66		1841		\$ 130,085		\$ 73.49	1,852		\$ 136,067
17.	Fernandez, A.	Business Development Manager, Multifamily Services #1	Arlington Transportation Partners		\$ 72.03		1801		\$ 129,726		\$ 74.91	1,812		\$ 135,699
18.	Pazmino, C.	Business Development Manager, Multifamily Services #2	Arlington Transportation Partners		\$ 70.66		1841		\$ 130,085		\$ 73.49	1,812		\$ 133,127
19.	Advani, P.	Business Development Manager, Employer Services #2	VDOT-TERM/Arlington Transportation Partners		\$ 86.70		1801		\$ 156,147		\$ 90.17	1,692		\$ 152,523
20.	Moved to Transit	Marketing Specialist	ART Marketing		\$ 75.12		1040		\$ 78,125		XXX	XXX		XXX
21.	Murcia, E.	Communications Coordinator	Capital Bikeshare		\$ 62.97		1040		\$ 65,489		\$ 65.49	1,040		\$ 68,110
22.	Vacant to FY24	(New) Coordinator, Community Partners	Capital Bikeshare		\$ 67.30		802		\$ 53,975		\$ 69.99	XXX		XXX
23.	Vacant	Business Development Manager, Employer Services #5	I-66 Outreach		\$ 80.10		1841		\$ 147,464		\$ 83.30	1,040		\$ 86,632
24.	Deleted	Program Coordinator	I-66 Outreach		\$ 67.80		1801		\$ 122,108		XXX	XXX		XXX
25.	Vega, C.	Marketing Manager	I-66 Outreach		\$ 80.10		1040		\$ 83,304		\$ 83.30	1,040		\$ 86,632
26.	Vacant (MoLab)	Research Manager	Mobility Lab		\$ 96.88		1841		\$ 178,356		\$ 100.76	1,852		\$ 186,608
27.	Vacant to FY24	Research Analyst	Mobility Lab		\$ 78.67		1801		\$ 141,685		\$ 81.82	XXX		XXX
28.	Dillice, A.	Marketing Manager	Mobility Lab		\$ 69.84		1841		\$ 128,575		\$ 72.63	1,812		\$ 131,606
29.	Peavy, N.	Planning Specialist #1	TDM for Site Plans		\$ 54.99	\$ 56.44	1841		\$ 102,301		\$ 58.70	1,852		\$ 108,712
30.	Metcalfe, D.	Planning Specialist #2	TDM for Site Plans		\$ 54.99	\$ 56.44	1841		\$ 102,301		\$ 58.70	1,852		\$ 108,712
31.	King, E.	Planning Specialist #3	TDM for Site Plans		\$ 53.72	\$ 55.13	1841		\$ 99,932		\$ 57.34	1,852		\$ 106,194
32.	Deleted	Marketing Manager	Vanpool		\$ 80.10		382		\$ 30,597		XXX	XXX		XXX
									\$ 4,342,733			\$ 3,868,639		
									\$ (222,081)			\$ (232,105)		
									\$ 4,120,652			\$ 3,636,534		

CONTRACT NO. 18-082 MOD. 0004

DS&MG FIXED HOURLY RATE REVISION REQUEST -- METROBIKE LLC

FY23-OPTION YEAR TWO July 1, 2022 - June 30, 2023

5-31-22 CPI RATE = 8.6%

This Request = 4.0%

<u>Name</u>	APPROVED OY1 Hourly	PROPOSED OY2 Hourly
1. DeMaio, P.	\$ 143.75	\$ 149.50
2. Rossi, A.	\$ 72.43	\$ 75.33
3. Viola, R.	\$ 72.43	\$ 75.33