

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

NOTICE OF CONTRACT AWARD

PTHC Sub, LLC DBA Penske Dash	DATE ISSUED:	April 9, 2019
2555 Telegraph Rd Bloomfield Hills, MI 48302	CURRENT REFERENCE NO:	19-201-ITB-1
	CONTRACT TITLE:	Provision of Free-Floating Car-Share services

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

Your firm is awarded the above referenced contract number 19-201-ITB-1 in accordance with the response submitted by you on March 18, 2019. The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 19-201-ITB and the bid of the Contractor, incorporated herein by reference.

EFFECTIVE DATE: APRIL 9, 2019

EXPIRES: APRIL 8, 2020

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS FROM APRIL 9, 2020

COMMODITY CODE(S):

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

INVITATION TO BID No. 19-201-ITB
CONTRACTOR'S BID

EMPLOYEES NOT TO BENEFIT:

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

CONTRACTOR CONTACT: Amanda Herndon

CONTRACTOR TEL.: 248-648-2363

CONTRACTOR EMAIL ADDRESS:

amanda.herndon@penskedash.com

COUNTY CONTACT: Marietta Gelfort

COUNTY TEL. NO.: (703) 228-3621

COUNTY CONTACT EMAIL: mgelfort@arlingtonva.us

Award authorized by:



Igor Scherbakov, CPPB
Procurement Officer

ARLINGTON COUNTY, VIRGINIA
INVITATION TO BID NO. 19-201-ITB

B I D F O R M

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

BIDS WILL BE OPENED AT 1:00 P.M., ON MARCH 12, 2019

FOR PROVIDING FREE_FLOATING CAR-SHARE SERVICE FOR A TERM OF UP TO FIVE YEARS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

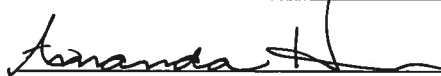
THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

PTHC Sub, LLC

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Amanda Herndon, Secretary

ADDRESS:

PTHC Sub, LLC, 2555 Telegraph Rd.

CITY/STATE/ZIP:

Bloomfield Hills, MI 48302

TELEPHONE NO.:

248-648-2363

E-MAIL

ADDRESS:

amanda.herndon@penskedash.com

THIS ENTITY IS INCORPORATED

IN:

Delaware

THIS ENTITY IS A:

(check the applicable option)

CORPORATION	<input type="checkbox"/>	LIMITED PARTNERSHIP	<input type="checkbox"/>
GENERAL PARTNERSHIP	<input type="checkbox"/>	UNINCORPORATED ASSOCIATION	<input type="checkbox"/>
LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

T0790958

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING: THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: HTTP://WWW.EVA.VIRGINIA.GOV. POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The amount of vehicles you are proposing to operate in Arlington as part of the Arlington fleet (max. 100 vehicles):

Fleet Size Bid: 100 vehicles

COMPLETE THE VEHICLE LIST PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 19-201-ITB AND SUBMIT IT WITH YOUR BID.

SUBMIT PROOF OF CROSS-JURISDICTIONAL CAR-SHARING SERVICE CAPABILITY BY PROVIDING AT LEAST ONE OF THE FOLLOWING:

- 1. Car-Share Permits for an adjacent jurisdiction.
2. Contracts with adjacent jurisdictions allowing car-share services
3. Car-sharing pilot or demonstration study agreements with at least one adjacent jurisdiction
4. Contracts with private entities that provide on- or off-street parking accommodations in an adjacent jurisdiction, for the use of car-sharing services.

Bids that do not include a proof of cross-jurisdictional car-sharing capability will be found non-responsive.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: 3/14/19 INITIAL: AJ
ADDENDUM NO. 2 DATE: 3/14/19 INITIAL: AJ
ADDENDUM NO. 3 DATE: INITIAL:

BIDDER COMPANY NAME: PTHC Sub, LLC

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

BIDDER COMPANY NAME: PTHC Sub, LLC

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Amanda Herndon, PTHC Sub, LLC

ADDRESS: 2555 Telegraph Rd.
Bloomfield Hills, MI 48302

E-MAIL: amanda.herndon@penskedash.com

BIDDER COMPANY NAME: PTHC Sub, LLC

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- 3. Commercial General Liability.....\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Automobile Liability.....\$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles.....\$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability.....\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations.....\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate)\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability. \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O \$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90).....\$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance \$ _____
- 21. Moving and Rigging Floater Endorsement to CGL
- 22. Crime and Employee Dishonesty Coverage \$ _____
- 23. Builder's Risk..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage Endorsement to CGL
- 25. USL&H Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the Bidder named below and have advised the Bidder of required coverages not provided through this agency.

AGENCY NAME: Apex Commercial Risk

AUTH. SIGNATURE: [Handwritten Signature]

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER COMPANY NAME: PTHC Sub LLC

AUTH. SIGNATURE: [Handwritten Signature]

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-201-ITB

ADDENDUM A

Arlington County Invitation to Bid No. 19-201-ITB for Provision of Free-Floating Car-sharing Services is amended as follows:

1. Teleconference option is added for the pre-bid meeting.
Call-in number number: +1 (347) 973-6905, access code: 7930091
2. Section I "INSTRUCTION TO BIDDERS", paragraph 20 "Method of Award" is amended as follows:

"Arlington County will award the Contract to up to the ~~three~~ two highest responsive and responsible Bidder or Bidders as described below:..."

Section II "SOLICITATION SUMMARY" is amended as follows:

"The purpose of this Invitation to Bid (ITB) is to engage car-share vendors for the operation of a free-floating car-share service in Arlington County.
The County seeks up to ~~three~~ two car-share vendors to provide a free-floating car-sharing service as part of the larger effort by the County to create a sustainable transportation network to reduce vehicle miles traveled, improve air quality, and mitigate congestion."

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM A

FIRM NAME: PTHC Sub, LLC

AUTHORIZED
SIGNATURE: 

Amanda Herndon, Secretary

DATE: 3/14/19

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 19-201-ITB

ADDENDUM B

Arlington County Invitation to Bid No. 19-201-ITB for Provision of Free-Floating Car-sharing Services is amended as follows:

- I. Bid due deadline extended until 1:00pm Monday, March 18, 2019. Bidders that already submitted a Bid Response to the Bid Clerk, and do not want to modify the bid based on the answers contained herein, can submit just this signed addendum to the Bid Clerk in a separate envelope.
- II. Question deadline for Addendum B is 5:00pm on March 13, 2019
- III. Attached are notes from the Pre-bid Meeting that was held at 10 a.m. on February 26, 2019, and the meeting's sign-in sheet.
The solicitation remains unchanged.

The following are responses to questions received:

1. Q: How do the fleet numbers work based on jurisdiction? We are looking to located cars in Arlington and DC at the same time. How do the cars crossover and are rebalanced?

A: We track the number of cars that come in and we give them a buffer related tot heir total fleet size allowed in Arlington. We monitor the numbers and if they stay over the allowed number for more than two hours, we give the contractor a warning to move cars. But that hasn't happened.

2. Q: How is being determined which regional car-share vehicle is allowed to free-float in Arlington?

A: The vehicle fee includes a sticker per vehicle up to the fleet bid number. In addition, a contractor may purchase additional stickers at \$1 per sticker for additional, regional vehicles. This way, all vehicles will be allowed in Arlington, but the total in Arlington shall not exceed the fleet bid size.

3. Q: What if the fleet size drops below the fleet bid size?

A: There are no immediate consequences related to that. However, it may still pertain a concern to the County as a very low fleet number over long periods of time may indicate insufficient utilization. In these cases we would expect the car-share contactor to communicate with us on solution strategies.

4. Q: Are contractors allowed to combine on-street with off-street parking?

A: Our free-floating program only manages on-street space. If a contractor wants to provide additional off-street parking, they would be free to do so.

5. Q: How do you track the vehicles?

A: We track the vehicle fleet movement using the online portal that each contractor is required to provide. The quality of the portal needs to at least allow the monitor the location of a vehicle on a street block basis.

6. Q: Explain the fee scenario

A: The administrative fee considers car-share contractor of both the free-floating and reserved-space program. Since there are already two car-share providers in the County as part of these programs, car2go and Zipcar, each contractor would be required to pay \$3,618 per quarter. If there would be four contractors total, the fee would be \$2,713 per contractor per quarter.

You have to start paying the fee at service start or four (4) months after having been awarded the contract. This gives contractor that are new to the region some time to line everything up for their service.

7. Q: The only reason we think about private lots, in case parking is difficult to find on the street. Is parking difficult on the street?

A: We've never heard concerns regarding this from members or contractors.

8. Q: Should we go liberal with more areas or go with the areas we are sure people will use. Go broad or narrow?

A: It's based on your business goals. Of course, we prefer service throughout the County. We do have a required area (south of I66; refer to service area map) and an optional area in the North of the County. If you are not sure, you may want to start out with the required section, then listen to customer feedback. You can extend not the optional area at any point in time.

9. Q: Who places the cars?

A: We assume the member will place the cars. We would like contractor to relocate into areas beyond the metro corridor, (specifically Columbia Pike) to improve transportation accessibility for residents. However, if members bring them in to an area where its sits longer than 24 hours, contractors are required to relocate them.

10. Q: When do we need to provide the VA business authorization?

A: Contractors can check with ARL Co business office on who to get the authorization. That can be done after the bid, but needs to be provided by the time the contracts are being awarded.

11. Q: How long does it take from the Bid to award?

A: Usually within a week. We'll send a notice of intent to award.

12. Q: How much attention do you expect from the public regarding new awards?

A: If new contractors come into the area it might get some attention. Just by being awarded there should be too much though, it is more likely to attract notice at service start. We will update our County website and work with Communications to make a general announcement about the awarding. Overall, it should be somewhat low key.


Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM B

FIRM NAME: PTHC Sub, LLC

AUTHORIZED SIGNATURE:  DATE: 3/14/19

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

INVITATION TO BID NO. 19-201-ITB

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 1:00 P.M. ON THE 12TH DAY OF MARCH, 2019 FOR:

PROVISION OF FREE-FLOATING CROSS-JURISDICTIONAL CAR-SHARE SERVICES IN THE PUBLIC RIGHT-OF-WAY FOR A TERM OF UP TO FIVE YEARS.

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

PREBID CONFERENCE

A pre-bid conference will be held at 10:00 AM on Tuesday, February 26, 2019 in the Birch conference room located on the first floor of Arlington County Government Building at 2100 Clarendon Blvd, Arlington VA 22201 to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the pre- bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

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

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia Office
of the Purchasing Agent

Igor Scherbakov Procurement
Officer
ischerbakov@arlingtonva.us

TABLE OF CONTENTS

I.	INFORMATION FOR BIDDERS	3
II.	SOLICITATION SUMMARY.....	10
III.	SCOPE OF SERVICES	12
IV.	CONTRACT TERMS AND CONDITIONS.....	18
IV.	INSURANCE REQUIREMENTS	29
V.	ATTACHMENTS AND FORMS.....	32
VI.	BID FORM	33

I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

All communications relating to this solicitation must be e-mailed to Igor Scherbakov in the Office of the Purchasing Agent, at ischerbakov@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 19-201-ITB Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY FEBRUARY 28, 2019 AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR ADDENDUM A. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A, IF ANY, WILL BE ADDRESSED IN ADDENDUM B. QUESTIONS RELATED TO ADDENDUM A MUST BE SUBMITTED BY MARCH 5, 2019 AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR ADDENDUM B.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a Bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following:

(1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the

Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. AUTHORITY TO TRANSACT BUSINESS

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

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

7. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to provide a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County for the period of the contract.,

The County does not guarantee that the selected contractor will be the exclusive provider of the services covered by the resulting contract.

8. BID FORM SUBMISSION

The Bidder must submit its bid on the form provided in this solicitation. One copy of the Bid Form, marked “ORIGINAL” must contain an original longhand signature. The Bidder must also submit a photocopy of the signed Bid Form. Both copies must be submitted by hand in a sealed envelope or package no later than the date and time deadline specified in this solicitation to:

Arlington County Government
Office of the Bid Clerk
Suite 511
2100 Clarendon Boulevard,
Arlington, Virginia, 22201

The exterior of the envelope or package must indicate the name of the Bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

Timely submission is solely the responsibility of the Bidder. The County will reject bids received after the deadline. A bid will also be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

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

Bids and all documents submitted to Arlington County by a Bidder become the property of the County upon receipt.

9. BIDDER CERTIFICATION

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

10. EXCEPTIONS

Conditional or qualified bids with exceptions, unless specifically allowed in the solicitation, are subject to rejection in whole or in part as nonresponsive. Bidders may ask for revisions to the scope of work or terms and conditions through formal Addendum process as described in paragraph 1 of the Instructions to Bidders titles "QUESTIONS AND ADDENDA".

11. NONCONFORMING TERMS AND CONDITIONS

If a bid contains alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

12. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

13. EXPENSES INCURRED IN PREPARING BID

All expenses related to a bid are the sole responsibility of the Bidder.

14. INCOMPLETE DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a Bidder downloads an electronic version of the solicitation documents, that potential Bidder is responsible for determining the accuracy and/or completeness of the electronic documents and ensuring

that the electronic documents used in preparing the bid are the most current version of solicitation documents issued by the County.

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

15. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner before the award of any contract. A Bidder may also be required to provide past history and references. Failure to qualify according to the foregoing requirements will result in bid rejection.

16. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive. Such bids will, however, be examined and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

17. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a Bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

18. BID WITHDRAWAL PRIOR TO BID OPENING

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

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

20. METHOD OF AWARD

Arlington County will award the Contract to up to the three highest responsive and responsible Bidder or Bidders as described below:

The County desires to provide car-share access to residents throughout the entire County. However, to offer a service that provides both convenience to residents and sufficient system utilization, bidders are allowed to offer service for less than the whole County. The County has been organized into two sectors South and North of Lee Hwy, I66 and N. Spout Run Pkwy, illustrating the required and optional service sectors, respectively (Attachment B). Bidders must provide the car-share service in the required sector but may also choose to provide service optional sector as well.

Bidders will provide a fleet size bid not to exceed 100 vehicles. The annual fee per vehicle is set by the County at \$224. The Bidder with the highest fleet size bid is considered the highest Bidder, the Bidder with the second highest fleet size bid is considered the second highest Bidder, and so forth.

In addition to the fleet bid, Bidders will provide proof of cross-jurisdictional car-sharing service capability by providing at least one of the following:

1. Car-Share Permits for an adjacent jurisdiction.
2. Contracts with adjacent jurisdictions allowing car-share services
3. Car-sharing pilot or demonstration study agreements with at least one adjacent jurisdiction
4. Contracts with private entities that provide on- or off-street parking accommodations in an adjacent jurisdiction, for the use of car-sharing services.

Bids that do not include a proof of cross-jurisdictional car-sharing capability will be found non-responsive.

21. TIE BIDS

In a scenario where there are more than 2 Bidders bidding 100 cars each, the County will follow the purchasing resolution, which states:

4-101 (12) Tie Bids

A. In the case of a tie bid, preference shall be given to goods produced in Virginia, or goods, services or construction provided by a bidder domiciled in Arlington County. Like preference shall be given to bidders domiciled in Virginia when tied with bidders not domiciled in Virginia.

B. Whenever any bidder is domiciled in any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsible bidder domiciled in Virginia.

C. In the event that there is a tie bid which is not resolved under A or B above, the tie bidders may be invited to resubmit written bids below the original bid, and award shall be made to the bidder with the lowest bid price.

D. Notwithstanding the provisions of subsections A, B and C, in the case of a tie bid in instances where goods are being offered, when the tie bid still exists after existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

E. In the case of a tie bid, preference will be given to goods, services, and construction produced in Arlington County or provided by persons, firms or corporations having principal places of business in Arlington County, if such a choice is available.

F. In the event that none of the foregoing provisions of this section resolve the tie, the Purchasing Agent may decide the tie by lot or cancel the solicitation and rebid.

22. INSURANCE REQUIREMENTS

Each Bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

23. NOTICE OF DECISION TO AWARD

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

II. SOLICITATION SUMMARY

The purpose of this Invitation to Bid (ITB) is to engage car-share vendors for the operation of a free-floating car-share service in Arlington County.

The County seeks up to three car-share vendors to provide a free-floating car-sharing service as part of the larger effort by the County to create a sustainable transportation network to reduce vehicle miles traveled, improve air quality, and mitigate congestion. If car-sharing is to be a realistic and efficient transportation option, then it should reach a wide geographic area as well as a broad range of residents and users. In addition, car-sharing services should bridge the gaps in transit service, improve access across jurisdictional boundaries where most transit services do not cross, and even help with the “last mile” problem between fixed-route transit and final destination. Both, the County and the contractor(s), would share in the net benefits from expanded use of car-sharing in the County through reduced use of private automobiles and the corresponding reduction of traffic congestion.

The County intends to award contract(s) for the term of one year with the option to renew on an annual basis for up to an additional four (4) years. This Scope of Services describes the required services, as well as the contractor selection process.

III. SCOPE OF SERVICES

1. DEFINITIONS

The following words and terms, when used in this Scope of Services, shall have the following meanings unless the context clearly indicates otherwise:

“Contractor” is car-share vendor contracted by Arlington County to provide car-share services.

“Car-share fleet” refers to the number of vehicles provided by a car-share vendor for the use of its members in Arlington.

“Car-share sticker” is like a decal that allows car-share contractors providing free-floating car-share service to park in metered and residential parking permit zone locations without payment at the time of parking.

“Car-sharing service” is a membership-based service available to the general public which provides access to a dispersed fleet of vehicles intended for short-term use, for which members are charged based on actual use as determined by time, mileage, or the like.

“Car-share vendor” is an organization that provides its members with access to a fleet of shared-use vehicles at geographically distributed locations.

“Free-floating” car-share is a service which allows its members to start and end trips in different locations.

“Optional service sector” describes the area North of Lee Highway and I66 where contractors may choose to provide service.

“Required service sector” describes the area South of Lee Highway and I66 where contractors are required to provide service.

“Adjacent jurisdiction” describes counties and cities that border Arlington County i.e. Washington D.C, Alexandria City, Fall Church City, Fairfax County.

2. DESCRIPTION

Contractor shall provide free-floating car-share service in Arlington in accordance with the requirements set forth in this Section.

2.1. GENERAL

The Contractor(s) shall:

- A. Operate the service on a membership and reservation basis available on a 24-hour a day, 7-days a week schedule.
- B. Clearly display the company’s logo on car-share vehicles used as part of the Arlington County fleet.
- C. Operate the service in the required service sector.

- D. Clearly display the car-share sticker, described in section 2.3. on each vehicle operating as part of the free-floating service.
- E. Provide all vehicles, equipment, personnel, systems, and other resources necessary for the successful operation of the service.
- F. Ensure that 100% of vehicles used within the Arlington County comply with light-duty vehicle emission standards (Tier 2 or 3) as determined by the EPA.
Note: Contractor may check conformity with the EPA standards for light duty vehicles by going to the search page of the EPA's Transportation and Air Quality Document Index System.
- G. Provide regular updates on service usage and overall service assessment as described in section 2.4 and 2.5
- H. Be responsible for any/all penalties and fines as a result of parking tickets or other enforcement
- I. Provide cross jurisdictional car-sharing service between Arlington County and an adjacent jurisdiction

2.2.FEES

The Contractor shall pay to the County the following fees:

- A. Administrative Fee no later than either at service start in Arlington County or four (4) months after award of contract, whichever occurs first:
The administrative fee pays for the County to administer the program under the County's requirement to recoup cost of administrating the program. The fee is shared between the free floating and reserved space car-share program. The fee improves transparency related costs to the program. In addition, the County's cost for administering the program will not change if the Contractor increases fleet size by adding more vehicles.

Administrative costs fee schedule:

Amount of car-share contractors (free-floating and reserved space) providing car-share services in Arlington	One Contractor	Two Contractors	Three Contractors	Four Contractors	Five Contractors
Quarterly Fee per contractor (INITIAL TERM)	\$10,852	\$5,426	\$3,618	\$2,713	\$2,171

- B. Vehicle Fee
Arlington Fleet (Fleet Bid)
The quarterly fee amount is \$56 per vehicle (\$224 per vehicle annual fee divided by four).
- C. Payment
Initial
 - i. The County Project Officer shall invoice the Contractor for the first three months of the vehicle fee and administrative costs.
 - ii. The Contractor must make payment within 30 calendar days of receiving the invoice.

Proof of payment is required to receive the car-share sticker and begin service

Consecutive

- i. After the first three months of operation, a Contractor shall be invoiced for each consecutive three months of vehicle fee and administrative fee.
- ii. The Contractor must make payment within 30 calendar days of receiving the invoice.

2.3. CAR-SHARE "STICKER"

- A. Each Contractor will receive a number of car-share stickers equal to the fleet bid size.
- B. The Contractor may purchase car-share stickers for vehicles operational within the region that are in excess of the fleet bid to allow cross-jurisdictional service at the cost of \$1 per vehicle.
Note: Purchase of the car-share sticker for vehicles in excess of the fleet bid does not increase the number of vehicles allowed in Arlington at any point in time.
- C. All free-floating car-share Contractors shall display the County-supplied car-share sticker on the upper right side of the windshield on each vehicle providing free-floating car-share service in Arlington.
- D. The sticker will allow vehicles to be parked metered locations in the public right of way without payment at the time of parking and in residential parking permit zone locations without displaying a residential parking permit program (RPPP) decal. Car-share vehicles may not park in emergency access areas, handicap parking spaces (without a tag), fire lanes, bus stops, tour bus spaces, or any other "no parking" zones.
- E. Each car-sharing vehicle shall display the sticker and contact information in a manner determined by Arlington County.
- F. Car-share stickers may not be transferred between vehicles.
- G. Car-share contractors may purchase car-share stickers in excess of the original fleet size, by using the car-share sticker application form, to account for vehicle substitutions, regional fleet increases, or damaged stickers.

2.4. DATA COLLECTION AND REPORTING

Contractors shall make all records, supporting the tracking of vehicles and any other relevant information relating to the reporting requirements available for inspection by Arlington County. Arlington county requires raw data from the contractor to cross check data sets to understand parking operations impacts, and to cross-check if and when parking duration averages are achieved to allow a fleet increase.

- A. Within the first seven business days of the end of each calendar month, the Contractor shall provide in electronic format:
 - i. A current list of vehicles operating within the County, including the license plate number, vehicle's year, make, model, engine size, and verification of conformity with the EPA's light-duty vehicle emission standards (Tier 2 or 3).
 - ii. Previous month's total membership amount (Arlington and Regional)
 - iii. Previous month's Arlington specific vehicle utilization data, including:
 - a) individual vehicle's parking location (latitude, longitude, parking start time, parking end time, parking start date, parking end date, parking duration in

minutes, license plate, and rental ID) individual vehicle's trip data (latitude, longitude, trip start time, trip end time, trip start date, trip end date, license plate, and rental ID, member versus service trip info)

- B. On an ongoing basis, the Contractor shall provide:
 - i. Access to an online tracking portal displaying the total number of fleet vehicles parked at any point in time within Arlington County to allow Arlington staff to spot check maximum fleet size requirements.
- C. In case of parking violations or resident complaints, the Contractor shall provide upon Arlington staff request:
 - i. Arlington specific GPS data on individual vehicle's parking location during a specified timeframe with parking start and end data (latitude, longitude, time, date, license plate, and rental ID) to verify parking events and document procedure resolving an issue.

The data shall be presented in a format and manner approved by the County.

The County acknowledges and agrees that certain information and documents submitted to the County by the Contractor both during the term of this Agreement and/or as part of any proposal, quote, or presentation made by the Contractor to the County may contain privileged commercial information and trade secrets that are exempt from public disclosure and/or production under the Virginia Freedom of Information Act (VFOIA). If the County receives a public disclosure request, whether informally or formally, from any person or entity, for such information or documents, the County agrees to immediately notify the Contractor. The County also agrees to work with the Contractor to determine what information and/or documents, if any, are protected from disclosure and/or production under VFOIA. The County agrees to act reasonably in this regard and agrees to not release any Contractor's information and/or documents without prior discussion with the Contractor"

2.5.SURVEY COLLECTION

Contractor shall execute a member survey during the initial, and third, and fifth year, if applicable, of the Contract and present results to Arlington County. Results should depict a demographic profile of members, including, but not limited to, information such as:

- A. gender,
- B. age,
- C. residence zip code,
- D. weekly vehicle miles traveled (VMT)
- E. reasons for use of car-share option,
- F. number of cars owned,
- G. other mobility options used,
- H. whether members avoided purchasing a car, using own vehicle for commuting, or sell their car as a result of becoming a member of the car-share service.

2.6.FLEET SIZE

A. Fleet increase

Contractors may be allowed upon approval of Arlington County to increase their fleet size beyond their initial bid fleet size in increments of up to 50 vehicles at the then current vehicle fee until the fleet ratio is reached. The Contractor must have fulfilled the following utilization requirements over at least the prior six consecutive months in order to increase their fleet: The average parking

duration per parking instance is equal to or less than 9 hours
Member trips must on average take up at least 88% of all trips taken on the system

B. Fleet Ratio

Contractors may increase the fleet size from their initial bid up to the resulting ratio but not more than 250, e.g.

3 contractors = max. of 166 vehicles each (max. fleet size of 500) 2

contractors = max. of 250 vehicles each (max. fleet size of 500)

1 contractor = max. of 250 vehicles (max. fleet size of 250)

2.7.VEHICLE AND FLEET MANAGEMENT

The Contractor is responsible for the provision of all vehicles necessary to provide the service. All vehicles must be maintained in a safe and clean condition. The Contractor shall be responsible for fleet management and all maintenance requirements necessary to provide the service, including but not limited to:

- A. Relocate all car-share vehicles within 24 hours of last parking. Vehicles parked at the same place for longer than 24 hours may be towed at the Contractor's expense.
- B. Relocate vehicles within two hours when vehicle density increases to over three vehicles per block, where block refers to both sides of a street from one to the next intersection, or end of a street.
- C. Relocate vehicles for any reason, upon County Project Officer's request.
- D. Have information easily accessible to all users specifying emergency procedures and instructions for reporting suspicious activities or unusual items found on-board or in the vicinity of the vehicle.
- E. Maintain insurance on each vehicle that meets the requirements of the State of Virginia.
- F. Own or lease all its car-share vehicles.
- G. Outfit all car-share vehicles with the organization's name for visual identification by members and County personnel.
- H. Immediately repair all but minor damage. Minor damage is defined as damage in appearance only. This type of damage cannot affect the safety or operation of said vehicle. Deferring vehicle maintenance is prohibited and could be cause for termination of this contract.
- I. Repair vehicles during breakdown, road failure, or as a result of a defect deemed to require immediate repair to ensure the reliable operation of the vehicle for the safety of its passengers.
- J. Repair any damage to street, sidewalk, and County infrastructure ensuing from the car-sharing service. Damage caused by the Contractor's fleet or operations, shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor. However, the County, at its sole discretion, shall have the right to repair and/or replace damaged property.
- K. After the Contract expires or is terminated the Contractor shall remove all vehicles from Arlington County public right-of-way within seven calendar days of County notification or the vehicles will be towed at the Contractor's expense.

2.8.PROJECT MANAGEMENT AND ADMINISTRATION

The Contractor shall appoint a project manager to be the key point of contact for the car-sharing service. The project manager must:

- A. Attend all necessary meetings with Arlington staff to implement, monitor, and evaluate the service in accordance with all contract requirements.
- B. Develop, prepare, update, and distribute a monthly report that displays all data and, if applicable, survey related contract activities, as outlined in sections 2.4. and 2.5.
- C. Manage the overall car-sharing service implementation and for directing the day-to-day operations of the service.

2.9.MARKETING AND RECRUITING ACTIVITIES

The Contractor is responsible for the marketing of its car-sharing service. The Contractor shall not advertise or publish Arlington County government's endorsement of the car-sharing service without prior written consent from Arlington County.

2.10. MEMBER VALIDATION, VEHICLE RESERVATIONS, AND BILLING

The Contractor shall maintain member accounts and handle all matters related to membership eligibility, validation, billing, and collections.

IV. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 19-201-ITB.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either 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"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide free-floating-space car sharing services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Contract Term begins upon the date of the execution of the Agreement by the County and will be for 12 months from the date of the execution ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement for not more than four (4) additional 12-month periods, (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. FEE ADJUSTMENTS

All fees will remain firm until the first day of the first Subsequent Contract Term ("Fee Adjustment Date"). At that time, fee adjustments will be made in accordance with the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in December of each year of the Contract.

Administrative Fee is also subject to change based upon the total number of car-share Contractors (both free-floating and reserved-space) participating in the County in any given Subsequent Term. Pricing will be based on in accordance with the table in Scope of Work paragraph 2.2. (A) and CPI- U.

Any fees(s) that result from this provision will become effective the day after the Fee Adjustment Date and will be binding for 12 months. The new Fee Adjustment Date will be 12 months after the fee adjustment.

6. NOTICE TO PROCEED

- A. Upon receipt of all the initial fees and Contractor provided access to an online portal described in section 2.4. B of the Scope of Services, the Contractor shall be given written Notice to Proceed (NTP). The car-sharing service must then be provided by the Contractor within seven calendar days of issuance of the NTP.

7. PAYMENT TERMS

The Contractor shall submit quarterly payments to the County no later than 30 days after receiving the invoice according to the Fees set forth in the Scope of Work.

8. NO WAIVER OF RIGHTS

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

9. FAILURE TO DELIVER

If the Contractor fails to deliver the services in accordance with the Contract terms and conditions, the County will allow 30 days after notice to the Contractor to cure any breach.

10. SUPERVISION BY CONTRACTOR

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

11. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

13. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

14. 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.

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for a partial refund of any prepaid fees for the remaining Contract Period unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination

Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

15. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

17. CONFIDENTIAL INFORMATION

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

18. 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 bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19. 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.

20. FORCE MAJEURE

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

21. AUTHORITY TO TRANSACT BUSINESS

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

22. RELATION TO COUNTY

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

23. 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.

24. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials

(proposals with glued bindings that meet all other requirements are acceptable)

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

25. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after contract completion and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request. The requirement for retaining records for 5 years is dictated by the Commonwealth of Virginia Public Record Act (Title 42.1 Chapter 7). If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

26. 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.

27. AMENDMENTS

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

28. 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.

29. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

30. 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.

31. ARBITRATION

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

32. NONEXCLUSIVITY OF REMEDIES

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

33. 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.

34. 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.

36. NO WAIVER OF SOVEREIGN IMMUNITY

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

38. ATTORNEY'S FEES

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

39. 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; AUDIT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

40. 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.

41. 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.

42. 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:

TO THE COUNTY:

_____, Project Officer

AND

Sharon Lewis, M.A., MPS, VCO, CPPB
Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

43. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

IV. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent in timely manner upon request by the county.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be

provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under the General Commercial Liability coverage, and the endorsements must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance.
- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance

Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.

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

2. Contractor's Insurance:

- 2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project; ii
Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
 - v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
 - vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
 - vii. Explosion, Collapse, or Underground (XCU) hazards.
 - 2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non- owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or
- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 19-201-ITB

ADDENDUM A

Arlington County Invitation to Bid No. 19-201-ITB for Provision of Free-Floating Car-sharing Services is amended as follows:

1. Teleconference option is added for the pre-bid meeting.
Call-in number number: +1 (347) 973-6905, access code: 7930091
2. Section I "INSTRUCTION TO BIDDERS", paragraph 20 "Method of Award" is amended as follows:

"Arlington County will award the Contract to up to the ~~three~~ two highest responsive and responsible Bidder or Bidders as described below:..."

Section II "SOLICITATION SUMMARY" is amended as follows:

"The purpose of this Invitation to Bid (ITB) is to engage car-share vendors for the operation of a free-floating car-share service in Arlington County.
The County seeks up to ~~three~~ two car-share vendors to provide a free-floating car-sharing service as part of the larger effort by the County to create a sustainable transportation network to reduce vehicle miles traveled, improve air quality, and mitigate congestion."

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM A

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 19-201-ITB

ADDENDUM B

Arlington County Invitation to Bid No. 19-201-ITB for Provision of Free-Floating Car-sharing Services is amended as follows:

- I. Bid due deadline extended until 1:00pm Monday, March 18, 2019. Bidders that already submitted a Bid Response to the Bid Clerk, and do not want to modify the bid based on the answers contained herein, can submit just this signed addendum to the Bid Clerk in a separate envelope.
- II. Question deadline for Addendum B is 5:00pm on March 13, 2019
- III. Attached are notes from the Pre-bid Meeting that was held at 10 a.m. on February 26, 2019, and the meeting's sign-in sheet.
The solicitation remains unchanged.

The following are responses to questions received:

1. Q: How do the fleet numbers work based on jurisdiction? We are looking to located cars in Arlington and DC at the same time. How do the cars crossover and are rebalanced?

A: We track the number of cars that come in and we give them a buffer related tot heir total fleet size allowed in Arlington. We monitor the numbers and if they stay over the allowed number for more than two hours, we give the contractor a warning to move cars. But that hasn't happened.

2. Q: How is being determined which regional car-share vehicle is allowed to free-float in Arlington?

A: The vehicle fee includes a sticker per vehicle up to the fleet bid number. In addition, a contractor may purchase additional stickers at \$1 per sticker for additional, regional vehicles. This way, all vehicles will be allowed in Arlington, but the total in Arlington shall not exceed the fleet bid size.

3. Q: What if the fleet size drops below the fleet bid size?

A: There are no immediate consequences related to that. However, it may still pertain a concern to the County as a very low fleet number over long periods of time may indicate insufficient utilization. In these cases we would expect the car-share contactor to communicate with us on solution strategies.

4. Q: Are contractors allowed to combine on-street with off-street parking?

A: Our free-floating program only manages on-street space. If a contractor wants to provide additional off-street parking, they would be free to do so.

5. Q: How do you track it the vehicles?

A: We track the vehicle fleet movement using the online portal that each contractor is required to provide. The quality of the portal needs to at least allow the monitor the location of a vehicle on a street block basis.

6. Q: Explain the fee scenario

A: The administrative fee considers car-share contractor of both the free-floating and reserved-space program. Since there are already two car-share providers in the County as part of these programs, car2go and Zipcar, each contractor would be required to pay \$3,618 per quarter. If there would be four contractors total, the fee would be \$2,713 per contractor per quarter.

You have to start paying the fee at service start or four (4) months after having been awarded the contract. This gives contractor that are new to the region some time to line everything up for their service.

7. Q: The only reason we think about private lots, in case parking is difficult to find on the street. Is parking difficult on the street?

A: We've never heard concerns regarding this from members or contractors.

8. Q: Should we go liberal with more areas or go with the areas we are sure people will use. Go broad or narrow?

A: It's based on your business goals. Of course, we prefer service throughout the County. We do have a required area (south of I66; refer to service area map) and an optional area in the North of the County. If you are not sure, you may want to start out with the required section, then listen to customer feedback. You can extend not the optional area at any point in time.

9. Q: Who places the cars?

A: We assume the member will place the cars. We would like contractor to relocate into areas beyond the metro corridor, (specifically Columbia Pike) to improve transportation accessibility for residents. However, if members bring them in to an area where its sits longer than 24 hours, contractors are required to relocate them.

10. Q: When do we need to provide the VA business authorization?

A: Contractors can check with ARL Co business office on who to get the authorization. That can be done after the bid, but needs to be provided by the time the contracts are being awarded.

11. Q: How long does it take from the Bid to award?

A: Usually within a week. We'll send a notice of intent to award.

12. Q: How much attention do you expect from the public regarding new awards?

A: If new contractors come into the area it might get some attention. Just by being awarded there should be too much though, it is more likely to attract notice at service start. We will update our County website and work with Communications to make a general announcement about the awarding. Overall, it should be somewhat low key.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM B

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____