

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

INVITATION TO BID NUMBER 56-09

Sealed bids will be received in hand in the Office of the Arlington County, Purchasing Agent, in Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201, until 3:00 p.m. the 2nd day of April, 2009 for:

ARLINGTON COUNTY WILL RECEIVE PROPOSALS FROM QUALIFIED OFFERORS FOR OPERATION OF THE ARLINGTON BIKE-SHARING PROJECT, A SELF-SERVICE BIKE RENTAL PROGRAM FOR UP TO A FIVE YEAR PERIOD.

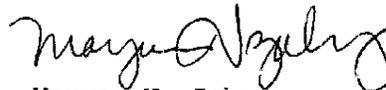
At time, date and place above, bids will be publicly opened.

AN ADVANCE NONREFUNDABLE FEE OF \$5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

A prebid conference will be held at 9:30 a.m., March 5, 2009 at 2100 Clarendon Blvd., Conference Room C & D, Arlington VA 22201. ATTENDANCE IS OPTIONAL. Minutes of the prebid conference will not be recorded or published. Interested bidders are urged to attend.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia



Maryam N. Zahory
Procurement Officer
mzahory@arlingtonva.us

INTRODUCTION

Arlington County, Virginia is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

BACKGROUND

Arlington has many of the right ingredients to become a world-class bicycling community. Arlington's emphasis on mixed-use development, medium- to high-density and compact neighborhoods, and human-scale streetscapes creates an environment which generates many short trips where bicycling is most effective. Many of the County's residents and visitors use bicycles for transportation and recreation and the County believes the creation of a bike-sharing program would encourage greater use.

Arlington is a silver-level Bicycle Friendly Community as designated by the League of American Bicyclists and takes pride in its bicycle infrastructure which includes 46 miles of trails, 24 miles of bicycle lanes, and 43 miles of signed bicycle routes. Through Arlington County Commuter Services' ("ACCS") BikeArlington program, the County maintains and creates new bicycle facilities as well as promotes bicycling to residents and visitors.

Bike-sharing has been gaining popularity around the world as a way of improving the public's accessibility to bicycles and mobility in an environmentally sound and healthy way. The Contractor shall operate a bike-sharing service for the County which will enable customers to use a bicycle from a fleet at one location and return it to another. The one-way rentals are intended for short trips generally under 5 miles.

The County's objectives for this program include, but are not limited to the following:

- reducing traffic congestion and vehicular emissions;
- conserving limited energy resources;
- adding physical activity into everyday travel;
- reducing transportation costs; and
- improving mobility for Arlingtonians, the business community, and visitors.

Arlington understands that bike-sharing is a new concept to be used as public transit service being offered only in a handful of jurisdictions across the U.S and the County is interested to learn from the Offerors proposed methodologies. therefore does not expect the Offerors to be an expert in bike-sharing, but rather in the tasks described in the Scope of Services section of the RFP.

The cost to join the service will be about \$50 for an annual, \$15 for a month, and \$2 for a day membership. The first 30 minutes shall be free of charge for each trip to encourage short trips. Additional 30 minute increments will be billed at a sliding scale rate that encourages customers to return the bicycle when no longer needed for transportation. The amounts of the membership and usage fees are the County's decisions and will be discussed with the Contractor before making a final decision. The County will retain all membership and usage fees generated by the program.

Arlington code does not require adults wear helmets when riding a bike. Therefore, the Contractor will not be required to provide helmets to customers. Through marketing efforts, Arlington will encourage the use of bicycle helmets and work with local bicycle shops to offer a discount on the purchase of a helmet.

SCOPE OF SERVICES

The following describes the requirements of Arlington's bike-sharing program. There are two components to the scope: service and equipment. The service component refers to the day-to-day operation of the program. The equipment component refers to the bike-sharing system provided by the Contractor. The Contractor shall be responsible for selecting an off-the-shelf system, if not having a system of its own devise, and operating it for the public's benefit. The County has reviewed many off-the-shelf bike-sharing systems which could be compatible with this offering, including Public Bike System, B-cycle, nextbike, Smoove, and Veloway. This is not an endorsement of any of these particular systems.

Based on the limited program budget, the goal of the program is to maximize the fleet size with available funding. The bike-sharing service will offer about one hundred (100) bikes during each of the program's first five years and expand, based on available funding, to meet demand. As the fleet expands, the Contractor's management fee will be adjusted to reflect this growth.

Systems accessible to the customer by mobile phone may be more economical than smartcard systems, however, smartcard systems are becoming more competitively priced.

As having a critical mass of bikes in a well-defined area is necessary to make the bike-sharing service a reliable mode of transit, Year 1 of the program shall have stations in the Rosslyn-Ballston corridor. Depending on funding and demand, Year 2 shall have stations additionally in the Pentagon City/Crystal City corridor, and in Years 3 - 5 the bike-sharing service shall be available County-wide.

The County shall provide public space for the stations and choose where they are to be located. Should the Contractor recommend a mobile phone system with flexible parking needs, the possibility of using the existing orange car-share poles as stations is feasible. Should the Contractor recommend a smartcard or similar system with fixed parking needs, converting on-street parking spaces into stations is feasible.

Arlington plans to be a partner with the Contractor as the County is offering to provide many services necessary for a successful program. These services, which are described in more detail below, include a call center, marketing of the service, development of the service Website, and finding advertisers for the bicycles.

SERVICE REQUIREMENTS

At a minimum, the Contractor shall provide the following service elements:

- program operation,
- bicycle and station maintenance,
- bicycle distribution,
- data collection,
- participation in ACCS marketing, and
- creation of a standard operating plan.

EQUIPMENT REQUIREMENTS

At a minimum, the Contractor shall provide the following equipment elements:

- bicycles,
- locking mechanisms,
- customer interface, and
- back-end system.

The following section describes the Service Requirements in more detail:

PROGRAM OPERATION

The Contractor shall operate the bike-sharing service to ensure the safety, availability, and reliability of the service and be responsible for the program's daily operation as described.

Excellent customer service is needed to gain and retain customers. To this end, a call center is needed to provide assistance with matters such as explaining how the program works to prospective customers, registration, receiving notification of bicycle maintenance issues discovered by customers, etc. Arlington offers the use of its call center (the Commuter Information Center in Rosslyn) for at least one year at no cost to the Contractor. The call center is open from 8am - 5pm. The Contractor should also have staff available to answer questions in which the call center is unable to answer.

Bike-sharing service shall be available to customers 24 hours per day and 365 days per year with sufficient personnel to operate the program. While the call center will be open during the hours listed above, the Contractor must provide an on-call contact who will be available at all times, if needed. No live assistance is needed after 5pm, other than the on-call contact for emergencies.

BICYCLE AND STATION MAINTENANCE

The bicycles shall be inspected and maintained at least once every two-week period by professional bicycle mechanics to ensure that the bicycles are safe and working properly. The Contractor shall provide the County with a monthly spreadsheet listing the dates of each bicycle's inspection and description of work performed. While most work will be able to be performed on the street, bicycles will sometimes require being taken indoors for repair.

At a minimum, the following tasks shall be performed every two weeks:

- inspect drive chain for proper functioning and lube,
- inspect handlebar for proper centering and tightness,
- inspect tires for proper inflation,
- inspect brakes for excessive wear and ensure proper working order,
- inspect saddle for proper tightness,
- inspect shifters for proper functioning,
- inspect lights for proper functioning,
- ensure components such as basket, bell, and advertisement are properly attached, and
- clean bicycle.

At a minimum, work that is to be performed annually and on an as-needed basis on each bicycle by the Contractor includes:

- remove and clean entire drive train,
- inspect tension and true wheels, and
- inspect tires for excessive wear and replace flat inner tubes.

The stations, or locations where fleets of bikes are parked, shall be maintained so that they remain functional and clean.

BICYCLE DISTRIBUTION

The Contractor shall distribute bicycles throughout the day to prevent an overabundance at some locations and lack at others. Distribution is important to ensure that bicycles are readily available throughout the boundary area. The Contractor shall have a vehicle capable of distributing bicycles. Arlington encourages the Contractor to use an environmentally friendly vehicle for this purpose.

DATA COLLECTION

The Contractor shall provide data on the use of the bike-sharing service. This usage data is important in order to determine the effectiveness of bike-sharing in Arlington. The data is to be provided during the first two weeks of each month about the previous month's usage. At a minimum, the data shall include:

1. vehicle miles traveled (as the crow flies),
2. number of trips and their duration,
3. number of rentals and returns from/to each station,
4. number of customers with each type of membership,
5. number of rentals per hour of the day, day of the week, and month, and
6. number of bicycles in the fleet at the end of the month.

The Contractor shall participate in the development of an annual customer survey about the service which Arlington shall conduct.

PARTICIPATION IN ACCS MARKETING

The Contractor shall participate in developing and overseeing an annual marketing plan managed by the ACCS Marketing Manager through a third party advertising firm, chosen by the County, to coordinate all advertising and marketing for ACCS. The Contractor shall ensure that any promotions are coordinated and consistent with any County and ACCS promotions.

The Contractor shall participate in ACCS' annual program of research and evaluation to determine transportation and air quality impacts and to better understand ACCS customers and how their needs are being met. The research will also determine customer satisfaction of the services provided by the Contractor.

The bicycles shall have advertising space on them which will create a revenue-generating opportunity to assist in the program's financial sustainability. Arlington shall have the prime responsibility for finding advertisers, printing the ads, and collecting payment from the advertisers. The County will own all advertising rights to the bicycles and receive all revenues generated by the ads. The ad revenue will be put back into the bike-sharing service.

The Contractor may assist with finding advertisers and will earn a percentage of the advertising fee as a commission. Before researching this need, the Contractor will discuss the program's advertising needs with the County. The Contractor will have the responsibility of placing the ads on the bicycles.

CREATION OF A STANDARD OPERATING PLAN

The Contractor shall be responsible for the preparation and updating of a Standard Operating Plan for the bike-sharing program within three months of contract signing. The Standard Operating Plan shall include a description of operating policies and procedures, and inventory control and reconciliation procedures as needed.

Items purchased by the County or the Contractor under this Contract shall be and remain the County property.

The following section describes the Equipment Requirements in more detail:

BICYCLES

At a minimum, the bicycles shall have the following features:

- 7-speed internal hub,
- step-thru design,
- reflective sidewall tires,
- internal dynamo front and rear lights,
- chainguard and fenders,
- basket,
- adjustable seat height with built-in theft deterrence measure in seat post,
- bright color frame,
- bell,
- front and rear handlebar brakes,
- kickstand,
- advertising space, and
- meet U.S. Consumer Product Safety Commission requirements.

It shall be the Contractor's responsibility to purchase and assemble the bicycles.

LOCKING MECHANISMS

The locking mechanisms shall secure the bicycles at unattended stations and allow customers to quickly access the bicycles via mobile phone, smartcard, or other technology. The County prefers the locking mechanism either need no electricity or use solar power to remove the need and cost of connecting the station to an electrical source. It shall be the Contractor's responsibility and expense to purchase, install, and maintain the locking mechanisms.

CUSTOMER INTERFACE

The customer interface shall include registration which may be performed either on-line and/or by phone.

BACK-END SYSTEM

The back-end system shall provide an administration tool of bicycles, customers, and collect usage data.

PERFORMANCE STANDARDS, NON-PERFORMANCE, AND INCENTIVES

PERFORMANCE STANDARDS

The success of the bike-sharing program is dependent upon the safety, availability, and reliability of the service. The Contractor shall operate the service to achieve the following minimum service standards:

1) SERVICE DELIVERY

- a) SAFE OPERATION - Ninety-five percent (95%) of the fleet shall be safely operable at all times. Bikes needing maintenance shall be blocked from use and maintained within 72 hours of the Contractor learning about a bicycle's maintenance needs.
- b) DISTRIBUTION - No more than a third of the bicycles shall be located at any time in any of the five Metro Station Areas in the Rosslyn-Ballston corridor. Also, stations shall not be full of bicycles for more than 60 minutes during the hours of 8am - 6pm and 180 minutes during the hours of 6pm - 8am. Metro Station Areas are defined at:
http://www.arlingtonva.us/departments/CPHD/planning/data_maps/CPHPlanningDataandMapsMetro_Dev.aspx/. Click on "Station Area Street Map" for a boundary map of each station area.

2) REPORTING

- a) DATA - The Contractor shall provide the data required in the Data Collection section above during the first two weeks of each month for the prior month.
- b) CRASHES - The Contractor shall report any crash with a Police report to the County immediately upon the Contractor's notification.

3) PUBLIC COMPLAINTS

It shall be an objective of the Contractor to limit issues causing complaints from the public regarding the Contractor's performance of services. Complaints received by the County will be forwarded to the Contractor for handling, when appropriate. The Contractor shall research the complaint and respond to the County in writing within 72 hours of receipt of the complaint. The response shall include investigation results and action taken.

DETERMINATION OF NON-PERFORMANCE

- 1) NOTICE TO THE CONTRACTOR - Upon determination by the County of a failure to meet an established performance measure, the County shall deliver a written notification to the Contractor.
- 2) REMEDY OF NON-PERFORMANCE - If the Contractor corrects an occurrence of non-performance within three (3) days of the notification by the

County, no adjustment will be assessed.

3) ADJUSTMENTS - In the event that the Contractor fails to meet any performance standard established under this contract and fails to take satisfactory corrective action, the following adjustments in County payments to the Contractor will be made. The Contractor and the County agree to the following schedule of liquidated damages for specific items of non-performance as specified below. The amounts are established as liquidated damages for the Operator's failure to comply with the specified terms and provisions.

a) SERVICE DELIVERY:

SAFE OPERATION: \$50 per bicycle per day since the bicycle first needed repair.

DISTRIBUTION: \$50 per day the bicycles are not distributed.

b) REPORTING:

DATA: \$5 per day after the 14th of the month.

CRASH: \$50 per day without notifying the County.

INCENTIVES FOR PERFORMANCE

The following incentives will apply:

- Each month without failure of the Service Delivery and Reporting performance standards: \$350
- Each month without a Public Complaint: \$50

QUALIFICATION REQUIREMENTS

The Contractor shall have the necessary expertise to perform all the tasks set forth in the Scope of Services, including but not limited to:

- At least seven (7) years of experience assembling and maintaining bicycles, and
- Experience with customer service.

PROPOSAL REQUIREMENTS

THE COUNTY SHALL BE THE SOLE JUDGE AS TO THE QUALIFICATION OF ALL FIRMS RESPONDING TO THIS RFP.

YOUR PROPOSAL MUST TRACK EXACTLY THE ORDER OF THE FOLLOWING ITEMS. EACH RESPONSE TO THE INFORMATION REQUESTS MUST START ON A NEW PAGE AND BE TABBED. EACH RESPONSE SHALL NOT EXCEED THE NUMBER OF PAGES INDICATED. SUBMIT AN ORIGINAL PLUS EIGHT (8) COPIES (NINE COPIES TOTAL) OF YOUR PROPOSAL.

The term "your company" includes not only the principal firm responding to this RFP, but any subcontractor with management responsibility.

- a) Name of your company, street address, city, state, zip, telephone number, and name of the person who can authoritatively respond to any question regarding the responses. (Two page limit.)
- b) Describe your company (corporation, partnership, etc.), where organized, and names and titles of officers. (Two page limit.)
- c) Indicate the number of years your company has been operating as a company under the present business name and any other business names used. (One page limit.)
- d) In what other line of business is your company financially interested. (One page limit.)
- e) Provide evidence that your company is a corporation, duly organized, validly existing, and in good standing. (Use pages as required.)
- f) List any contracts currently underway, in which you are involved as an Contractor or subcontractor, where you are operating a similar program. Provide name of the program, location, a description of your direct involvement, performance statistics, and the owner/manager contact person and telephone. (Use pages as required.)
- g) Provide references of all similar, existing and previously completed contracts. Provide the name of program, location, description of your direct involvement, performance statistics, and contact person and telephone. (Three page limit.)
- h) Provide a statement, signed by your chief financial officer, of your financial capability to undertake this project responsibility and include one copy of your latest annual report. This information will be confidential and will not be made public record. (Two page limit plus annual report.)
- i) Provide other information (brochures, portfolios, etc.) which will help in establishing qualification. This may be bound separately and submitted with the response in the same number of copies as required for the response.

- j) Provide a summary work approach description denoting the level of effort required for each of the tasks as described in the Scope of Services. (Use pages as required.)
- k) Explain how you would ensure that bicycles are distributed and available for rental at the station locations. What type of vehicle would be used? (Use pages as required.)
- l) Describe the frequency and tasks that involve your plans for bicycle monitoring, maintenance, and repair. (Use pages as required.)
- m) Describe the duties of the call center and provide your administrative office hours. (Two page limit.)
- n) Provide any innovations and ideas which may maximize the effectiveness of the program, including proposing things that are not covered in the Scope of Services. (Ten page limit.)
- o) Detail specifications for the proposed bike-sharing system, to include the bicycles and plans showing the size and configurations of typical installations. (Pages as needed.)
- p) Provide the dimensions and sample illustration or photo of the bicycles' advertising space. (One page limit.)
- q) List the procedures for renting and returning the bicycles. (One page limit.)
- r) Explain how customers register using the prescribed system. (One page limit.)
- s) Explain how user and program data will be tracked. (One page limit.)
- t) Identify any exceptions taken to the Scope of Services not mentioned previously. (Pages as needed.)
- u) Provide a Management and Staff Plan that fully describes the number of employees who would be used in providing the bike-sharing program. Indicate where people will be working and provide a chart which indicates who reports to whom, and who is responsible for what. Include all full and part-time staff, who will be compensated as part of this contract, and provide compensation levels. Also include a summary of the man-hours by tasks and staff. (Use pages as required.)
- v) Identify the project officer and other employees of the Contractor identified in the previous item and describe specific applicable experience to the project. (Three pages plus any resumes.)
- w) If subcontracted services are to be used, provide the tasks to be performed by subcontractors, business name of each subcontractor, estimated hours and the estimated dollar value

of the services that will be provided within the management fee. (Four page limit.)

- x) Provide a statement of your estimated management fee - the estimated annual compensation you propose for the operation of the bike-sharing program for the following time periods for the listed bicycle fleets. (Use pages as required.)
- Start-up: May 1, 2009 - June 30, 2009,
 - Year 1 program operation (100 bikes): July 1, 2009 - June 30, 2010,
 - Year 2 program operation (100, 150, 200 bikes): July 1, 2010 - June 30, 2011,
 - Year 3 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2011 - June 30, 2012,
 - Year 4 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2012 - June 30, 2013, and
 - Year 5 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2013 - June 30, 2014.

- y) Provide a draft proposed budget for the following time periods for the listed bicycle fleets. Include all of your firm's expected expenses, including subcontractor fees, for the ACCS bike-sharing service. (Use pages as required.)

- Start-up: May 1, 2009 - June 30, 2009,
- Year 1 program operation (100 bikes): July 1, 2009 - June 30, 2010,
- Year 2 program operation (100, 150, 200 bikes): July 1, 2010 - June 30, 2011,
- Year 3 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2011 - June 30, 2012,
- Year 4 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2012 - June 30, 2013, and
- Year 5 program operation (100, 150, 200, 250, 500, 1,000 bikes): July 1, 2013 - June 30, 2014.

Any costs provided by the Contractor at this stage will be considered as estimates of probable cost and are not binding on the Contractor.

- z) Has your firm failed to complete any contract awarded because of cancellation, default, or litigation in the past ten years? If so, where, when and why? (One page per incident.)

- aa) Identify any legal judgment against your firm in the past five years and any litigation in process or pending. Identify nature of litigation or judgment and all parties named. (Use pages as required.)

EVALUATION CRITERIA

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in the selection of finalists and therefore Contractors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more Contractors without further contact with other Contractors. Evaluation of the proposals will include the following criteria:

- The extent to which the proposal meets the requirements of the solicitation and the extent to which the Contractor is likely to be able to achieve the desired results;
- The depth and quality of responses;
- Experience and history of the Contractor in the particular disciplines covered by the solicitation;
- Qualifications and experience of assigned staff members;
- To the degree that the Contractor submitted a complete, relevant proposal and to the degree that the offered services meet the needs of the County and the population served;
- The methodology proposed, including proposed modifications to the approach outlined in the RFP;
- Understanding of the project and the County's objectives;
- The cost of the services to be provided;
- Exceptions to the County's General Terms and Conditions; and
- Any other criteria listed elsewhere in this solicitation.

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in DECEMBER of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

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

PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer)

invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

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

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

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

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

measures, which may include removal of the Contractor's personnel from the work site.

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

ADA COMPLIANCE

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

Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities, as required by the ADA. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and programs to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices and will comply with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under the ADA.

FINANCIAL STATEMENT

The Contractor shall submit its most recent independent certified public accountant's audit of its finances, including the management letter or other ancillary audit components. In instances where a management letter was not prepared as an audit function, the Contractor must submit a written statement with its response certifying its absence. Failure to submit a financial statement shall be grounds for immediate rejection of the response. If the financial statement is not for the identical organization submitting this offer, a written explanation must be attached that explains the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

A Financial Statement will be returned upon receipt by the County of the Contractor's written request at the conclusion of the award process signed by an officer of the corporation or the same person who signed the original response. The Financial Statement is considered by the County to be proprietary information when submitted in connection with a procurement transaction and, as such, is not subject to public disclosure under the Virginia Freedom of Information Act.

REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of \$41.00 or the individual meal rate of \$8.00 for breakfast, \$11.00 for lunch, and \$22.00 for dinner. Receipts are not required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse the Contractor for no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to \$7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 60 days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls (other than 1 call for "safe" arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

INSTRUCTIONS TO OFFERORS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Chris Hamilton at chamilton@arlingtonva.us, Fax Number (703) 228-7548. A copy of any questions submitted must be forwarded to the Procurement Officer Maryam Zahory at mzahory@arlingtonva.us, Fax Number 703-228-3409.

Contractual questions regarding this solicitation shall be submitted in writing to the Procurement Officer Maryam Zahory at mzahory@arlingtonva.us, Office of the Purchasing Agent at Fax Number (703) 228-3409.

NO QUESTIONS, EITHER TECHNICAL OR CONTRACTUAL, WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF PROPOSALS.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate County contact for technical information, bidders are cautioned that any written or oral representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any County or other person requires that an amendment be issued, contact the County Purchasing Office in writing at Fax Number (703) 228-3409.

PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and nine (9) additional copies, which may include a photocopy of the signed proposal form (10 copies total), shall be submitted in hand in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, proposal submission date, time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Purchasing Office. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal with a fully completed Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a

proposal as nonresponsive. Proposals and all documents related to this solicitation submitted to the County by an Offeror or a prospective Offeror shall, upon receipt by the County, become the property of the County.

INCOMPLETE DOCUMENTS

The Contractor, as an Offeror, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its proposal, and having notified the County Purchasing Agent immediately upon discovery of an apparent 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 in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, such potential Offeror is responsible for determining the accuracy and completeness of the electronic documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the County Purchasing Agent, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal, such expenses to be borne exclusively by the offeror.

OFFEROR INVESTIGATIONS

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

QUALIFICATION OF OFFERORS

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two or more of the highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offerors. The second step selection will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the quality of responses to the County's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

DEBARMENT STATUS

By submitting a proposal, the offeror certifies that it is not currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, Arlington, Virginia, Telephone Number (703) 228-3060.

PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for receipt of proposals.

ALTERNATE INSURANCE COVERAGE

If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverages, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

PARKING

At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROPOSAL STANDARDS

Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

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

INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

EQUIVALENT EXPERIENCE AND REFERENCES

If a bidder or offeror is not able to meet the experience and reference qualifications required under this solicitation, the bidder or offeror may submit a resume indicating the experience and reference qualifications of the proposed project manager for the work, acquired under the project manager's prior employer(s). Such information shall clearly identify the project manager's experience and reference qualifications in performing the work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

The County will request additional information if required, and will make a determination as to the acceptability of the experience and reference qualifications of the proposed project manager as a substitute to part or all of the reference and experience qualifications required in the solicitation.

If a contract is awarded based on this section, the Contractor shall not substitute the named project manager for the duration of the contract unless the substitute project manager has equivalent qualifications approved by the County.

COMPETITIVE NEGOTIATION FOR GOODS AND SERVICES OTHER THAN PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Goods and Services" as defined in the Arlington County Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest as described below. The certification shall accompany the response to this solicitation and shall be in the form below, signed by a principal of the offeror's firm and notarized.

The offeror certifies that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the County as a result of this solicitation.

If the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

The offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: _____

SIGNED BY: _____

NAME/TITLE: _____

DATE: _____

(INSERT NOTARIZATION)

UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the County.

GENERAL TERMS AND CONDITIONS

COUNTY EMPLOYEES

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County

shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and 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 purchase 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.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

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

APPLICABLE LAW

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

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide

documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

ACCESSIBILITY OF WEB SITE

If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at:
<http://www.ada.gov/websites2.htm>

ANTITRUST

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

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the

Office of the Purchasing Agent.

ARBITRATION

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

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect

such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 per occurrence limits with \$3,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington

County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

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.

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor 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.

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 56-09

P R O P O S A L F O R M

PROPOSALS WILL BE OPENED AT 3:00 P.M., APRIL 2, 2009

FOR PROVIDING BIKE SHAING SERVICES PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM THE COUNTY'S WEBSITE AT: HTTP://WWW.ARLINGTONVA.US/PURCHASING. HOWEVER, SUCH ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH ALL POTENTIAL OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN **TEN (10)** COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "**ORIGINAL**", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN **ORIGINAL LONGHAND SIGNATURE**; AND NINE (9) ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 of the Arlington County Purchasing Resolution states that the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

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

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

SUBMITTED BY: (LEGAL NAME OF FIRM)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
TAX ID NUMBER (EIN/SSN):					
THIS FIRM IS A: • INSERT NAME OF STATE					

___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP,					
___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY,					
___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER: