



Loudoun County, Virginia

REQUEST FOR PROPOSAL

PARKING GARAGE OPERATIONS AND MAINTENANCE SERVICES AND ON-STREET PARKING ENFORCEMENT

ACCEPTANCE DATE: Prior to 4:00 p.m., September 30, 2019 "Atomic" Time

RFP NUMBER: RFQ 43770

ACCEPTANCE Department of Finance and Procurement

PLACE: Division of Procurement

1 Harrison Street, SE, 4th Floor

Leesburg, Virginia 20175

PLEASE NOTE: A Pre-Proposal Conference will be held on August 26, 2019 at 10:00 a.m. in the General Services 1st floor Large Conference Room, 801 Sycolin Road, Suite 102, Leesburg, Virginia 20176 for clarification of any questions on the specifications. A site visit will immediately follow the Pre-Proposal Conference. See Section 10.3 for site visit requirements.

Requests for information related to this Proposal should be directed to:

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: August 16, 2019

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

**PARKING GARAGE OPERATIONS AND MAINTENANCE
SERVICES
AND ON-STREET PARKING ENFORCEMENT**

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Prepared By: s/Cheryl L. Middleton, CPPB Date: 8/16/2019
Purchasing Agent

PARKING GARAGE OPERATIONS AND MAINTENANCE SERVICES AND ON-STREET PARKING ENFORCEMENT

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified parking management company ("Operator" or "Contactor") to provide all necessary services related to the operations and maintenance of the parking garages and related site facilities (collectively the "Facilities") associated with the Washington Metropolitan Area Transit Authority (WMATA) Silver Line Extension into Loudoun County at the following locations:

- A. Loudoun Gateway Station – Dulles Greenway just west of the intersection of Route 606
- B. Ashburn Station (South and North) – Dulles Greenway near the intersection of Route 772 (Ryan Road)

The Operator will also be responsible for enforcement of the on-street parking areas around the Ashburn Station (On Street Parking).

The County intends to award one (1) contract as a result of this RFP.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) working days prior to the date set for acceptance of proposals.

3.0 DISCREPANCIES

Should an offeror find discrepancies in these documents or be in doubt as to the meaning or intent of any part thereof, the offeror shall request clarification from the County in writing, not later than ten (10) working days prior to the date set for acceptance of proposals. Any changes to the RFP that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the offeror for additional expenses because its interpretation was different than the County's.

4.0 BACKGROUND INFORMATION

Two (2) new parking garages are currently under construction nearing completion and will be the first fee-generating parking garages for the County. The County intends for these Facilities to be first-class public parking garages. The selected Operator will be the first operator for these Facilities. As such, they will work with the

County to establish the ongoing operation and maintenance for these Facilities. The County will appoint a single point of contact ("Contract Administrator") to provide oversight and direction to the awarded Operator. The Contract Administrator will be supported by another County staff member ("Operations Manager") who will provide the day-to-day support. Existing maintenance equipment is not available for use and no service contracts are currently in place for these Facilities. It will be the responsibility of the Operator to provide the required equipment, and procure necessary service contracts, with County approval, to operate and maintain the Facilities.

The County has entered into a separate agreement with WMATA to provide the WMATA Parking Access and Revenue Control (PARC) system as the parking access and revenue control system for the parking garages and surface parking lot. Under this contract, the equipment will be installed, maintained, and replaced as needed by WMATA. WMATA will also be responsible for revenue collection and customer service for financial transactions at the parking garage and lot exits. Therefore, the Operator will not be responsible for revenue collection and direct maintenance of the parking access and revenue control equipment. Refer to Section 6.1.6 of this RFP for additional requirements on this topic.

As noted above, construction of the parking garages is nearing completion, much sooner than the start of revenue service for the Metro Silver Line extension which is not currently estimated to start before July 1, 2020. Prior to the start of revenue service, an interim phase of operations will occur, which includes a reduced scope of services as described in this RFP *as noted in italicized text*. At this time, public use of the Facilities is not anticipated to occur during the interim phase of operations. Once the Parking Operator, selected by this RFP, has staff in place and operational ramp up is completed, they will take over management of the Facilities for the interim use. Prior to the start of revenue service, the Operator shall on-board additional staff and ramp up operations in preparation for the start of revenue service. The interim use of the Facilities will cease upon the start of revenue service and the opening of the Loudoun Gateway and Ashburn Metro stations.

The Facilities shall include the following components. Refer also to Attachment #3 for an exhibit that graphically shows the components of each station.

4.1 Loudoun Gateway Station

The Loudoun Gateway Station is being constructed as part of Phase 2 of the Silver Line Extension on Route 606. The site includes the following components that will be operated and maintained by the selected offeror:

- Parking Garage:
 - 340' x 308' footprint (601,606 total SF)
 - 6 levels (ground plus 5)
 - 5 parking bays (2 sloping, 3 flat)

- 1,965 parking stalls
- 2 entry lanes, 2 exit lanes, 2 reversible entry/exit lanes
- Precast concrete superstructure (factory-topped)
- 3 stair towers
- 1 elevator core with 3 cabs
- Classified as an open parking garage (no mechanical ventilation)
- Standpipe system
- Portable fire extinguishers
- 20 Electric Vehicle (EV) charging stations
- Parking guidance system with space-by-space detection
- Ancillary Rooms: Operations office with restroom, Security office, Revenue data and collection, Housekeeping, Required electrical and telecom rooms
- Sidewalks connecting to parking structure
- Landscaping around perimeter of parking structure
- Pedestrian Bridge from Parking Structure to Entry Pavilion:
 - 168' length
 - Structural steel tube frame on concrete piers
 - Concrete slab on metal deck
 - Standing seam metal roof
 - Metal mesh facade
- Associated Facilities:
 - Areas Included:
 - Entry Road
 - Surface Parking Lot
 - Kiss & Ride Lot
 - Off-Street Bus Area
 - Site Components Adjacent to Entry Pavilions
 - Key Components:
 - 154 parking stalls
 - 7 bus stalls
 - 14 kiss-and-ride stalls
 - 4 windscreens
 - 7 bus shelters
 - 13 bike racks & 20 bike lockers
 - 50 light poles
 - 60 signs
 - 8 trash receptacles

- Asphalt & concrete pavement
- Concrete curb & gutter
- Concrete sidewalk
- Catch basins & storm drainage system
- 2 stormwater management features

The following Facilities at the Loudoun Gateway Station are **not included** in the selected offeror's responsibility:

- Entry pavilion structure and sidewalk within 5 feet of the building
- Pedestrian bridge between entry pavilion and station

4.2 Ashburn Station (South and North)

The Ashburn Station is being constructed as part of Phase 2 of the Silver Line Extension on Route 772. The Ashburn South parking garage and associated Facilities is adjacent to the Moorefield Station development. The Ashburn North parking garage (operated and maintained by Comstock Holding Company, Inc.) and associated Facilities are adjacent to the Loudoun Station development. The site includes the following components that will be operated and maintained by the Offeror:

- Parking Garage at Ashburn South
 - 247' x 367' footprint (474,338 total SF)
 - 6 levels (ground plus 5)
 - 4 parking bays (2 sloping, 2 flat)
 - 1,555 parking stalls
 - 2 entry lanes, 2 exit lanes, 2 reversible entry/exit lanes
 - Precast concrete superstructure (factory-topped)
 - 2 stair towers
 - 1 elevator core with 3 cabs
 - Classified as an open parking garage (no mechanical ventilation)
 - Standpipe system
 - Portable fire extinguishers
 - 16 EV charging stations
 - Parking guidance system with space-by-space detection
 - Ancillary Rooms: Operations office with restroom, Security office, Revenue data and collection, Housekeeping, Required electrical and telecom rooms
 - Sidewalks connecting to parking structure
 - Landscaping around perimeter of parking structure
- Associated Facilities (Ashburn South and North):
 - Areas Included:

- Entry Roadway
- Kiss & Ride Lots
- On-Street & Off-Street Bus Area
- Site Components Adjacent to Entry Pavilions
- Vinegar Hill Drive
- Key Components:
 - 14 bus stalls
 - 69 kiss-and-ride stalls
 - 7 windscreens
 - 14 bus shelters
 - 25 bike racks & 20 bike lockers
 - 77 light poles
 - 76 signs
 - 20 trash receptacles
 - Asphalt & concrete pavement
 - Concrete curb & gutter
 - Concrete sidewalk
 - Catch basins & storm drainage system

The following facilities at the Ashburn Station South Site are not included in the offeror's responsibility:

- Entry pavilion structure and sidewalk within 5 feet of the building
- Pedestrian bridge between entry pavilion and station

The following facilities at the Ashburn Station North Site are not included in the offeror's responsibility:

- Entry pavilion structure and sidewalk within 5 feet of the building
- Pedestrian bridge between entry pavilion and station
- Parking garage operated and maintained by Comstock Holding Company, Inc.

4.3 On-Street Parking

The site around the Ashburn South Station is currently under construction by a private developer and will include a number of streets and a total of 288 on-street spaces. The Operator will be responsible for enforcement of this on-street parking, which will be time restricted and have pay-by-phone capability. In the future, on-street parking meters may be implemented. If metered parking is implemented, an adjustment to the Contract will be required. A map of the on-street parking areas is shown in Attachment #4.

4.4 Preliminary Schedule

These dates are estimates and subject to change by the County.

EVENT	DATE
• RFP Issuance	August 16, 2019
• Pre-Proposal Conference	August 26, 2019
• Contractor Questions Due Date #1	September 2, 2019
• Addendum #1 Issuance	September 9, 2019
• Contractor Questions Due Date #2	September 16, 2019
• Addendum #2 Issuance	September 23, 2019
• Proposal Due	September 30, 2019
• Notify Short-Listed Firms	October 28, 2019
• Interview Short-Listed-Firms & Site Visits	Oct. 29 - Nov. 23, 2019
• Contractor Selection / Commence Contract Negotiations	December 2, 2019
• Contract Award / Start of Contractor Limited Management Service during Interim Operations	March 1, 2020
• Metro Station Opening / Start of Revenue Service / Start of Contractor Full Management Services*	July 1, 2020 (Assumed)

*The County may choose to direct the Contractor to commence full management responsibilities at a date prior to the start revenue service.

5.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and/or non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

- 5.1 Offeror shall provide, at a minimum, three (3) comparable references of current work performed in the last five (5) years, preferably for other public-sector clients. These references must be for maintenance and operations at comparable facilities with similar uses (1,000 spaces or larger garage and on-street parking networks, 200 spaces or greater). The list shall include client name, person to contact, address, telephone number, e-mail address,

location of facilities, the nature of the work performed, the length of the contract/engagement and annual contract cost. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- 5.2 Offeror shall currently manage a minimum of two (2) parking garages and two (2) on-street parking networks located within 100 miles of Washington D.C. (center of 100-mile radius is the Washington Monument) that are operated and enforced by the Offeror. Offeror shall include client name, person to contact, address, telephone number, e-mail address, location of facilities, the nature of the work performed, the length of the contract/engagement, and annual contract cost. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

6.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Operators must be able to provide:

6.1 Facilities Operations and Maintenance

6.1.1 Hours of Operation

The garages will open one hour prior to opening of the stations, and close one hour after closing of the stations. As such, it is not anticipated to be a 24/7 operation, but it is anticipated that the garages will operate up to 22 hours per day.

Based on current information, the parking garages are anticipated to operate on the following schedule during revenue service:

Monday – Thursday	4:00 AM – 12:30 AM
Friday	4:00 AM – 2:00 AM
Saturday	6:00 AM – 2:00 AM
Sunday	7:00 AM – 12:00 AM

Each garage is anticipated to operate uniformly for the entire year. As such, no major seasonal shifts in staffing plans are anticipated.

6.1.2 Maintenance

The Operator shall handle all required maintenance, cleaning, and repair of the parking garages and associated Facilities. Refer to Attachment #2, which provides a general guideline to establish the minimum quality of service for each activity.

As these are new Facilities, there are no service contracts currently in place. It will be the responsibility of the Operator to procure necessary service contracts, with County approval, to operate and maintain the Facilities. Service contracts for the fire alarm and fire protection systems, elevators, generators, security / surveillance equipment, parking guidance systems, and electric car charging stations will be held by the County. Operator will be responsible for contracting vendors for service and assuring maintenance is performed. Invoices for these services should be billed directly to the County as expenses. If the Operator chooses to subcontract for snow removal and landscaping, those service contracts will be held by the Operator.

The Operator shall notify the County of any other repair that it deems prudent (i.e. structural repairs; off-cycle or early repair of mechanical, electrical, plumbing system components; etc.) and the cost of which is not provided for in the Approved Budget. If an architect, engineer, or other such staff professional of the Operator is required to supervise or plan such repairs, then with the prior written approval of the County, the Operator will be entitled to charge a reasonable hourly fee for such work. Upon the County's written approval of such a repair, the Operator shall perform or cause to be performed such repair; provided, however, that if the Operator in its reasonable business judgment is of the opinion that an emergency repair is required because of damage to life or property or necessary for the preservation and safety of the Facilities or required to avoid the suspension of the services of the Facilities, the County's prior approval of such a repair shall not be necessary. For all emergency repairs that could cost in excess of one thousand dollars (\$1,000.00), the Operator shall submit a written justification to the County within seventy-two (72) hours after the date on which the emergency repairs occurred.

Anything to the contrary in this section notwithstanding, the County may undertake repairs of the Facilities itself or authorize such repairs by an outside vendor with the cost of such repairs allocable as an Expenses of Operation. During such repairs, the Operator and County shall maintain all electricity, gas, telephone, water, and other utility services as are customarily furnished or rendered in connection with the maintenance of a first-class public parking garage.

The Operator shall submit to the Contract Administrator, on a monthly basis, a written report documenting the physical condition of the Facilities and all maintenance / repairs performed. The monthly report shall, at a minimum, provide information related to:

1. Maintenance logs illustrating compliance with the agreed upon maintenance schedule and activities (daily, weekly, monthly, quarterly, semi-annual, and annual),
2. Any and all alterations, damage, or destruction to the garages of a material nature which was discovered by the Operator during the preceding month,
3. Any repairs which the Operator completed in the prior month,
4. Any repairs which the Operator in its sound business judgment deems to be necessary or appropriate.

A. Minimum Service Requirements

Unless designated otherwise, the following time schedules are applicable:

1. Daily Service - work to be performed one (1) time each day, with the specific time being at Contractor's discretion.
2. Weekly Service - work to be performed once per week at Contractor's discretion, a maximum of seven (7) days apart.
3. Monthly Service - work to be performed at least once per month, a maximum of six (6) weeks apart.
4. Quarterly Service - work is to be performed at approximately ninety (90) day intervals for at least a total of four (4) times per year, the first work to be performed within the first thirty (30) days of each Contract year.
5. Semi-Annual Service - work is to be performed at least twice per Contract year, the first work is to be performed within the first sixty (60) days and approximately six (6) months thereafter of each twelve (12) month period.
6. Annual Service - yearly work is to be performed at least once per Contract year, within the first sixty (60) days of each twelve (12) month period.
7. As needed - determined by Contract Administrator.

B. Supplies

All supplies which are necessary in order for the Operator to perform its duties set forth in the Contract shall be purchased by the Operator and considered Expenses of Operation and shall become the property of the County and shall be surrendered to the County upon the expiration or termination of the Contract.

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. The SDS will be reviewed by the Contract Administrator, and if approved, the materials, product or chemical can be used. If the

SDS is rejected, the Operator must identify a substitute that will meet the County's criteria for approval.

The Operator shall keep a log of all chemicals used at the Facilities. The log shall include all SDS sheets, be maintained at each Facility, and be readily available for review at the County's discretion.

During interim operations the Operator shall complete a drive through all the Facilities once per day, Monday through Friday. The Operator shall run each elevator car each working day, collect trash as needed, and look for any required repairs (e.g. cleaning of graffiti). During this phase all repair requests shall be directed to the Contract Administrator. The Operator will not self-perform repairs until the start of full management services, or as directed by the County. Routine operations such as mowing, trimming, landscaping, and snow removal will be the County's responsibility during interim operations. The Operator shall provide daily reports to the Contract Administrator summarizing their efforts and findings.

6.1.3 Security

The Operator shall be responsible for security of the Facilities. This shall include being an active security presence by walking through the Facilities during operating hours, and immediate law enforcement notification in response to all requests for assistance or observation of any suspicious or illegal activity in the Facility. Additionally, the Operator shall report any and all significant incidents requiring police intervention, along with a police report, when it is made available, to the Contract Administrator within 48 hours of the event.

Additionally, the Operator, if directed by the County, shall retain a firm regularly providing security services as a subcontractor to regularly patrol the Facilities. The direct costs of the security services shall be reimbursed by the County to the Operator each month upon approval of invoices. The County shall specify the exact hours for security.

The parking garages are equipped with multiple fixed security cameras. Access to the security footage is available on a computer located in the designated office space within the parking garages. The Operator shall be responsible for reporting any issues with the security system. The County will be responsible for the maintenance of the video system, computers, and necessary computer software.

While on daily patrols during interim use, the Operator shall report any suspicious activity to the Sheriff's Office.

6.1.4 Parking Enforcement

See Sections 6.2 and 6.3.1 for parking enforcement.

Parking enforcement will not be required during interim operations.

6.1.5 Equipment

Operator shall provide all equipment required to operate and maintain the Facilities. Operator-owned equipment may be shared with other local facilities, however the maintenance levels outlined in maintenance matrices must be met. Operator may also choose to employ the services of a subcontractor to perform the required services.

All equipment and supplies which are necessary in order for the Operator to perform its duties set forth in the Contract are the responsibility of the Contractor.

6.1.6 Coordination with WMATA and WMATA PARC System

Loudoun County has entered into agreement with the Washington Metropolitan Area Transit Authority (WMATA) to provide the WMATA PARC (parking access and revenue control) system equipment, operate and maintain, and collect revenue for the Loudoun Gateway parking garage and surface parking lot and Ashburn South parking garage.

The terms of the agreement between the County and WMATA include the following items that are most applicable to the Operator:

- WMATA will own and maintain the PARC System, which includes the following: gate and lane control signal control console(s), communications support installations and connections, vehicle detector loops and loop leads to operate gates, lot full signs, credit card readers, in-lane customers service stations, SmarTrip readers, cameras, vehicle counting equipment, vehicle detector loop amplifier electronics and logic, programmable vehicle counting equipment and software, lane entrance/exit point counters, barrier/lane control gates, barrier/lane control gate controller/microprocessors, back-up power supplies for PARC system equipment, controls for FULL

signs and lane control signals, bollards, interfaces, wiring and miscellaneous equipment required to complete the system.

- WMATA will collect and process payments made using credit/debit cards or SmarTrip® cards
- County has provided WMATA the following rooms required to fulfill the terms of their agreement. Access to these rooms by Operator personnel will require WMATA approval.
 - Loudoun Gateway – Rooms 105, 114, 201
 - Ashburn South – Rooms 111, 115, 117
- County personnel, including contractors hired by the County, and WMATA personnel working at each facility shall be allowed access to the garages and surface parking lot free of charge.

The Operator shall be responsible for coordinating the day-to-day issues with the Parking Access and Revenue Control (PARC) System with WMATA. This will include tasks like contacting WMATA when the access control gate malfunctions.

The County and Operator shall grant WMATA maintenance personnel access to the Facilities to perform routine maintenance to their equipment.

6.2 On-Street Parking

6.2.1 Enforcement Hours and Time Restrictions

The designated 288 on-street parking spaces will have a two (2) or four (4) hour time restriction between 8:00 AM to 8:00 PM, every day of the year, except Sundays and County holidays. Nine (9) of the on-street spaces will be designated as Americans with Disabilities Act (ADA) spaces. There may be additional on-street designations in the future, including: loading zones, drop-off/pick-up areas, bike parking, etc. The goal of implementing two (2) or four (4) hour parking restrictions is to prevent Metro commuters from parking on-street long-term, which would inhibit economic development in the area. The final determination of time restriction duration will be made by the County prior to Operator contract award.

Plan that pay-by-phone parking will be implemented initially and need to be enforced. As of now, no decision has been made regarding implementing metered parking equipment.

The Operator will be responsible for enforcing the two (2) or four (4) hour time restriction, mobile payment, ADA parking, no parking areas, and any parking regulations per the Loudoun County Code of Ordinances (e.g. parking in front of fire hydrant, obstructing access

to a driveway, parked to far from the curb, etc.) within the site boundaries depicted in Attachment #4. The parking penalty and fine amounts will be defined prior to Contract award.

Operator's uniformed personnel will need to conduct enforcement checks of each on-street parking area every two (2) hours between 8:00 AM and 8:00 PM, every day of the year, except Sundays and County holidays. The Contractor shall provide its uniformed personnel with an assigned/predetermined enforcement route that has been pre-approved by the County.

All enforcement activities must be in compliance with the requirements contained in the Code of Virginia.

6.2.2 Parking Signage and Pavement Markings

The County will be responsible for creating, installing, and maintaining signage and street/curb pavement markings related to identifying on-street parking areas and parking restrictions. The Operator shall be responsible for informing the County of any repairs needed to the parking signage and parking related street/curb pavement markings.

6.2.3 Potential On-Street Additional Services

See Section 6.3.7 for additional services.

6.3 General Scope

The following items apply to both the Facilities and On-Street Parking (unless otherwise noted):

6.3.1 Parking Enforcement¹

6.3.1.1 Enforcement Practices

The Operator will be responsible for enforcing ADA parking, no parking areas, and any parking regulations per the Loudoun County Code of Ordinances (e.g. parking in front of fire hydrant, obstructing access to a driveway, parked to far from the curb, etc.) within the site boundaries depicted in Attachments #3 & #4. The parking penalty and fine amounts will be defined prior to Contract award.

¹ The County is in the process with updating/creating ordinances related to parking enforcement (ticketing in parking garages and on-street parking to permit contractors to provide the enforcement. In the event the ordinances are not approved, the Contractor will not be required to provide parking enforcement other than to notify the County of any violations.

The Operator will be required to use Automatic License Plate Recognition (ALPR) camera(s) posted on an enforcement vehicle. Global Positioning System (GPS) technology should be enabled in the enforcement technology to effectively track Operator staff in real-time.

6.3.1.2 Issuance of Citations

All citations should be printed and issued on the windshield of the vehicle at the time of the violation. When possible, photos showing proof of the violation should be taken. The citations and photos should be uploaded to the Operator's citation system/portal. The County should have access to the portal/online system and have the ability to run a report at any time. Citation ticket/forms should include accurate information, be legible, and have been approved by the County. Each Citation shall have a unique identification number with no duplicates.

6.3.1.3 Booting/Towing

All towing or booting/immobilization of vehicles must occur by the Loudoun County Sheriff's Office ("LCSO"). The Operator shall notify the Operations Manager regarding any vehicle in violation that they feel should be towed or booted/immobilized. The Operations Manager will then contact the LCSO to perform the booting/towing, if required.

6.3.1.4 Parking Enforcement Equipment

All parking enforcement equipment and supplies which are necessary in order for the Operator to perform its duties set forth in the Contract shall be purchased by the Operator and considered Expenses of Operation and shall become the property of the County and shall be surrendered to the County upon the expiration or termination of the Contract.

The Operator will be responsible for acquiring the Automated License Plate Reader (ALPR) cameras mounted on a parking enforcement vehicle. The ALPR camera system should be mounted onto an enforcement vehicle and have the following capabilities: scan license plates, space utilization, track length of stay based on license plate read, alert of violations in real-time, weather-proof, supporting software platform, e-ticket and/or ticket printing, GPS

enabled, and real-time electronic tire chalking synced across all devices.

6.3.1.5 Parking Enforcement Management System

A parking enforcement management system should be acquired by the Operator that supports either handheld or ALPR technology. The parking enforcement management system should have the following capabilities: user access control and security, parking citation manager capabilities, citation appeals and hearings capabilities, vehicle registration, customer tracking, parking permit capabilities, permit fulfillment service, batch permit issuance and invoicing, payment and cash management capabilities, task scheduler, meter maintenance records, notice and letter generation manager, query manager, reports generation, data import/export, web services, web solutions, booting/towing, and transfer to collections. The system should be able to track the start and end of a parking ticket, list all issued tickets, allow the automated upload of issued tickets, automated registered owner lookup, automated billing statements, automatic fine escalation and late fees, payment posting, voids/appeals and hearing scheduling, repeat offender tracking, and customized reports showing a specific date or date-range reporting on issuance, violations, locations, and ticket revenue. The system should also track and transfer citation information and must be able to interface with the County Treasurer's Office revenue control system (cashiering module) for debt collection. The current software is provided by PCI, LLC.

6.3.1.6 Maintenance of Enforcement Equipment

The Operator is responsible for the maintenance of the enforcement equipment. The Operator shall notify the County of any other repair that it deems prudent and the cost of which is not provided for in the Approved Budget. Upon the County's written approval of such a repair, the Operator shall perform or cause to be performed such repair. The Operator should own or have access to backup parking enforcement equipment (e.g. handheld or ALPR camera) in the event that a piece of equipment becomes damaged for an extensive period.

6.3.1.7 Enforcement Vehicle(s)

All vehicles used by the Contractor shall be clearly identifiable as performing parking enforcement. The vehicles should all be equipped with blinking flasher lights on the roof. The rear of all enforcement vehicles shall have a warning sign of frequent vehicle stops. Vehicle markings must be approved by the County. Any vehicle used for parking enforcement purposes must be approved by the County. The Contractor will be responsible for vehicle maintenance.

6.3.1.8 Oversight

The Operator should be able to provide immediate access to information and transactions associated with citation issuance, processing, and collection of citations upon request by the County. A comprehensive accounting and audit trail should be established necessary for revenue control and tax purposes. The Operator should provide reporting on operation performance, statistical and financial information for analysis and management review by the County.

6.3.2 Customer Service

The Operator shall handle daily customer service issues with respect to, but not limited to, parking operation questions, parking enforcement questions, area directions, distribution of advertising/promotional materials (with the approval of the County), and assist as requested to promote a positive image of Loudoun County.

The Operator may also be required to assist patrons with exiting the facility if the remote WMATA customer service staff is unable to effectively help a patron experiencing issues trying to exit the parking lot or garages. This may include manually raising the gate to allow the patron to exit the facility.

For the on-street parking the Operator should serve as an ambassador to assist with questions regarding parking policies and restrictions. They should also attempt to assist with any questions regarding the area (e.g. directions, neighborhood info, etc.).

The line of contact for complaints received from parking patrons shall be as follows:

1. Operator

2. Operations Manager

- A. The Operator shall promptly and courteously respond to all complaints and shall thoroughly investigate them and reply to the customer within 48 hours (not including weekends or holidays). The Operator shall make every attempt to reply the same day when possible.
- B. If the County receives a complaint concerning the Operator, it will notify the Operator within 48 hours (not including weekends or holidays) of receiving such complaint.
- C. All complaint reports are to be documented and provided to the County for review upon completion.
- D. Customer Satisfaction Survey (Only applies to Facilities)
 - 1. The Operator shall conduct an annual survey of patrons for each Facility as part of its outreach strategy by distributing a survey to Facility patrons. The survey will include performance measures in several categories, including but not limited to customer satisfaction, cleanliness, and safety/security of the Facilities. Rating will be on a point scale with 4 = Outstanding; 3= Good; 2 = Acceptable; 1 = Improvement Needed; and 0 = Unacceptable. Proposed sample survey form, survey methods, and results report shall be submitted to the Contract Administrator, and County Public Affairs, for approval prior to them being conducted. It is the County's expectation that the raw survey results will be provided to the Contract Administrator in spreadsheet form, and a listing of all complaints will be provided verbatim for any comments received that are scored lower than a score of 3.
 - 2. The Operator will schedule the first annual customer satisfaction survey twelve (12) months after the start of revenue service. The County's expectation is that ALL of the following three (3) conditions are met for each Facility. If each condition is not met, the Contractor shall submit a remediation plan to the Contract Administrator to rectify the issue within an agreed upon timeframe.
 - a. The minimum of survey responses will be based on one-half percent (0.5%) of the total volume of customers for the twelve (12) month period in each Facility, but not less than 75 responses per Facility;

- b. A combined average score of 3.0 for all categories must be achieved;
- c. A minimum average score of 2.5 must be achieved in each category.

6.3.3 Staffing

A. Personnel

1. The Facilities and On-Street Parking shall be appropriately staffed on the first day of work under the Contract. *It is the County's expectation that a reduced staff level will be utilized during interim operations of the Facilities compared to staff levels necessary to meet the requirements of full management services at the start of revenue service.*
2. The Operator shall screen all applicants and employ only qualified personnel under this Contract. The Operator shall assign a sufficient number of personnel to each facility to maintain proper and efficient operation and cleanliness of these first-class Facilities. If the quality of services is considered to be unacceptable to the County, then the Operator will be required to increase the number of staff and/or take whatever measures are required to remedy the situation at the Operator's expense.
3. Work shall be performed by personnel who are trained and qualified to perform required Scope of Services identified herein. The County shall approve the Contractor's management staff associated with the response to this RFP and scope of services. In addition, if any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the County; the Contractor shall remove any such personnel and replace them with satisfactory personnel.
4. A minimum of one (1) employee shall be present at each Facility during the Hours of Operation. This person must be able to fulfill customer service, security, and enforcement requirements of this scope of services, in addition to their other job responsibilities.
5. The Operator shall determine the necessary positions and staffing levels required to fulfill the Scope of Services identified herein. Staffing levels shall be adjusted up or down to ensure appropriate coverage for surges / drops in Facility usage due to events, seasonal fluctuations, or other

unforeseen circumstances. The Operator shall coordinate with the Contract Administrator for events schedules and potential staff level adjustments.

6. Operator may choose to employ the services of subcontractors to assist in fulfilling the responsibilities of the Contract. The County reserves the right to reject the Operator's subcontractors for good cause. If a subcontractor is rejected, the Operator may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.
7. The Operator, at its expense, shall conduct a thorough criminal background check and E-Verify employment verification of all Operator and subcontractor employees assigned under this contract, including any supervisor that may visit the site. The Operator shall provide documentation to the Contract Administrator illustrating that the search has been successfully completed for each Operator employee and subcontractor employee assigned under this document. The Operator shall have sufficient personnel approved by the County so that absences can be covered.

Should the Operator assign someone who has not had a background check, that person will be immediately ordered off of County property and the Operator may not bill the County for any hours worked by that employee. Repeated use of employees not on the current list may be grounds for termination of the Contract. The Operator MUST remove any employee from County service who is convicted of a felony crime during his employment.

After initial background and employment verification checks have been made, the Operator will perform annual background and employment verifications at Operator's expense for any person working at the Facilities. Failure to obtain background and employment checks as specified can result in termination of the Contract.

The Operator shall inform the Contract Administrator, by e-mail, of any criminal convictions of any type for Operator or subcontractor personnel within five (5) days of obtaining such information.

8. The County reserves the right to require immediate removal of any Operator's personnel, if the County determines that the individual is unfit for service for any reason, not contrary to law. This right is nonnegotiable and the Operator agrees to this condition by accepting this Contract. The Operator shall have enough qualified employees so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.
9. Each employee of the Operator must have the ability to meet, communicate effectively with, and interact civilly with the general public; to understand and conform to the Operator's and County's policies and procedures; and to provide professional, first-class service.

B. Time Sheets

All employees, including supervisors, are required to identify themselves by entering their name, starting time, and, when leaving, ending time on the time sheet each workday. Timesheet should also include any employees that were out sick, on vacation, or on any type of leave, as this time is not reimbursable for hourly staff. Failure to submit an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may be cause for termination. The time sheet shall be posted inside the office at each Facility and made readily available to the Contract Administrator. The Operator shall furnish an original copy of such records with the invoice at the end of the month. The Operator may choose to use an electronic or computer based time card system for the Facilities.

C. Employee Identification

1. All employees shall wear uniforms of khaki pants and long or short sleeve collared shirts that bear the company name/logo. Cold weather gear shall also bear the company name/logo. Uniforms shall be laundered, free of stains or visible damage. Uniforms shall be approved by the Contract Administrator. The Operator must provide each employee a sufficient number of uniform articles to meet the above requirements.
2. Identification badges shall be furnished by the Operator and worn by all Operator and subcontractor employees at all times while on County premises. The badges shall visibly display the company's name, employee's picture, and name.

D. Training and Development of Contract Personnel

All Operator employees shall be fully trained and skilled in safe and proper techniques prior to being assigned under this Contract. The continuous use of staff who are not adequately trained may be sufficient grounds for termination of the Contract.

The Operator shall have established procedures for recruitment, retaining, and development of its employees (Training and Development Plan). As part of these procedures, the Operator shall have orientation training as well as periodic training for its staff on subjects such as:

1. Compliance with the requirements of County.
2. Task analysis identifying knowledge and skills required for each job activity.
3. Training objectives and methods of verifying competency of all Operator personnel.
4. Proper handling of cleaning products and chemical, and use of equipment.
5. Sexual harassment and diversity training, as required by the County.

The Operator shall submit a copy of the Training and Development Plan to the Contract Administrator within thirty (30) days of Contract award for review and approval. The Operator shall not commence any work under this Contract until the Training and Development Plan, incorporating any changes required, has been approved by the County.

The Operator shall maintain records of employee training, and submit these records to the Contract Administrator annually within thirty (30) days of any Contract renewals.

E. Operator Quality Control Program

The Operator shall have a total quality control program to ensure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval within thirty (30) days of Contract award. The QCP shall be a system for identifying and correcting deficiencies in the

quality of services before the level of performance becomes unacceptable and/or County staff point out the deficiencies.

The QCP shall include, but not limited to the following:

1. An inspection system which is tailored to the specific Facilities and which covers all services stated in this RFP. The Operator shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Operator and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection report is to be provided to the Contract Administrator within twenty-four (24) hours of any inspection.
2. The Operator shall have daily quality control checklist, to be used for Facility inspection. A copy of this checklist shall be submitted to the Contract Administrator within thirty (30) days of Contract award for review and approval.
3. The Operator shall develop a deficiency deduction schedule, which includes typical tasks required of the Operator, and proposed fee deduction for each instance when the task is not completed. A copy of the schedule shall be submitted to the Contract Administrator within thirty (30) days of Contract award for review and approval.
4. An on-site file of all inspections conducted by the Operator and the corrective action taken. This documentation shall be made available to the County, upon request, during the term of the Contract.

6.3.4 Use of Facilities

- A. Operator shall not conduct or allow others to conduct, from or on any portion of the Facilities managed or occupied by the Operator, any business or commercial operation, activity or transaction(s) other than those expressly authorized in writing by the County.

B. Operator Office Space

County shall furnish office space at the Facility for the Operator during its performance of the Contract. Office shall be reasonably

adequate to accommodate the Operator's management staff. Office space is subject to change upon 45-day notification to the Operator. County shall also provide within the office space, electric, heating, ventilation and air conditioning (HVAC), and water and sewer service. Telephone service shall be at the Operator's expense. In the event Operator prefers to construct or improve offices, the Operator shall incur the costs for such improvements, with prior approval of the County.

C. Operator Storage Space

The Operator will be required to obtain written approval from the County regarding location of storage space required by the Operator. Operator will not have or require permanent rights to such locations, once assigned. This space should only be used for items used specifically in the operations and maintenance of these Facilities.

D. Responsibility for Stored Goods

The County shall not be responsible for any goods, merchandise or equipment stored on or within the Facilities, nor will it be responsible for damage resulting from power failure, flood, fire, explosion and/or other causes. The Operator shall be responsible for the appropriate storage of all goods, material, and equipment. Any damage caused by improperly stored goods, materials or equipment shall be the responsibility of the Operator.

E. Operator Access

The Operator's employees shall be entitled to enter upon and remain at the Facilities only for the purpose of exercising the rights and privileges herein mentioned in performance of the Contract. Employees may park at no cost for work only in designated areas of the garages. This paragraph shall not be construed to exclude the Operator from reasonable access to office areas for the conduct of normal business activities associated with the Contract.

F. Dedicated Use of Space

Office and storage space provided shall be used solely for the conduct of the Operator's duties and responsibilities under this Contract with the County. Operator may not use the office or storage spaces for any other uses or purposes, and may not let any such space(s) to any other person(s).

G. Right to Enter, Inspect, and Make Repairs

Authorized officers, employees, agents, sub-operators and other representatives of the County shall have the right to enter upon and in the Facility premises and Operator's office at any time for the purposes of audits, inspection, maintenance, or repair.

6.3.5 Management Fee (Applies to both Facilities and On-Street Parking)

The annual compensation paid by the County to the Operator for its services rendered pursuant to this Contract ("Management Fee") shall include overhead expenses, less Expenses of Operation, listed in Section 6.3.6 of this RFP. The management fee shall include, but not limited to, all costs for general liability insurances, payment bond, accounting fees, business professional occupational license taxes, information security services and or devices, employee background checks, internal postage, banking fees, third party vendor integrations (including application program interfaces), training required in the parking program, internal training or employee performance requirements related to conducting business and/or any policy associated with the Contractor's corporate organization, membership and dues for local and national parking associations, costs associated with Contractor's management information systems and other computerized systems, and any related business costs not listed as an Expense of Operation. The Management Fee shall also include the costs of providing, procuring, and maintaining all required equipment and vehicles except for fuel consumption. Damage to equipment and vehicles caused by Operator or subcontractor staff shall be expressly prohibited from inclusion in the Management Fee.

The Management Fee will be payable monthly in twelve (12) equal installments during each year of the Contract Term on the same day as the payment of the Expenses of Operation.

A reduced Management Fee is expected during interim operations. The Management Fee will remain firm for the first two (2) years of full management services. The Management Fee for the ensuing contract years may be negotiated by the County and the Offeror in accordance with the provisions of the Contract.

6.3.6 Expenses, Budgets, and Reporting (Applies to both Facilities and On-Street Parking)

A. Expenses of Operation

The Expenses of Operation for each Facility shall include all expenses incurred by the Contractor under the Terms and Conditions of this Contract, which are incurred directly in connection with the operation and management of the Facilities subject to the Contract with no mark-up rate or fee. The Expenses of Operation shall include the actual costs of payroll, payroll taxes, payroll-related insurance and employee welfare costs; permit and license fees for the Facilities, if any; compliance with all legal requirements; security; facility operation-related telephone service; special delivery postage; identification stickers and cards; office and maintenance supplies; uniforms; maintenance and repair; refuse and snow removal; landscaping; and payments in lieu of taxes.

Expenses of Operation shall not include depreciation of the Facilities, or franchise taxes which the Contractor is required to pay in order to operate its business. Generally, costs incurred by the Contractor on-site will be considered Expenses of Operation. Except as specifically provided above, costs incurred in the Contractor's central office or otherwise off-site will not be considered Expenses of Operation.

The Contractor shall carefully control Expenses of Operation in order to minimize the Expenses of Operation. Monthly Expenses in excess of the agreed to Budget amounts requires written approval of the Contract Administrator. Failure to receive prior written approval will result in no reimbursement for expenses above and beyond budget amounts.

B. Budget

A separate budget for each facility shall be prepared by the Contractor. Each twelve-month period ending on June 30 is referred to as a Fiscal Year.

The Contractor shall, no later than September 15 of each year of the Contract Term, prepare and submit to the Contract Administrator for the County's review a Preliminary Budget of the estimated Expenses of Operation for the next Fiscal Year.

The Contractor shall, no later than October 15 of each year of the Contract Term, prepare and submit to the County for the County's review and approval a Proposed Budget of the estimated Expenses of Operation for the next Fiscal Year.

The County shall approve or disapprove the Proposed Budget submitted by the Contractor within thirty (30) calendar days of its submittal. . If the County disapproves the Proposed Budget and an Approved Budget is not established within thirty (30) calendar days of the date of disapproval, the Contractor shall proceed under the Proposed Budget that includes the County's revisions until such time the parties agree.

The Proposed Budget shall be broken down by month, and prepared in a form agreed to in advance by the County. The Proposed Budget, upon its express written approval by the County, shall become the Approved Budget and shall be used by the Contractor as a guide for the actual operation of the facility and as a limit on expenses to be incurred on the County's behalf in connection therewith.

Notwithstanding anything to the contrary stated herein, if any Expense of Operation is necessitated by an emergency situation which does not permit the Contractor to obtain the prior written approval of the County and which is not provided for in the given year's Approved Budget, the Contractor shall immediately notify the County of the existence of the emergency, if possible, and obtain the County's oral approval of that Expense of Operation; however, if such notice is not possible or practical because of the exigency of the situation, the Contractor may incur reasonable expenses to alleviate the emergency and such expenses shall be deemed approved by the County. For all emergency expenses in excess of one thousand dollars (\$1,000.00), the Contractor shall submit a written justification to the County within seventy-two (72) hours after the time at which the emergency expenses were incurred. An emergency situation exists when the safety, health or welfare of the public is vitally affected by a breakdown in machinery or threatened termination of essential services or the development of a dangerous condition at a facility included in this RFP.

The budget for the first year of operation of the Facilities will be negotiated between the County and the Contractor based on the Proposed Budget submitted by the Contractor with their proposal.

C. Payment of Expenses of Operations

Payments of the Expenses of Operation shall be made to the Contractor subject to the Approved Budget, after receipt of the Monthly Statement.

The County will not pay any Expense of Operation which has not been approved by the County. The Contractor shall make a careful analysis of all bills received for services, work, and supplies ordered in connection with maintaining and operating the Facilities subject to the Contract, and the Contractor shall pay all Expenses of Operation determined by the Contractor to be reasonable and necessary in accordance with the Approved Budget as and when the same shall become due and payable, and in any event not later than thirty (30) calendar days after Contractor's receipt of such bills.

D. Reporting

The following applies for all Facilities under this Contract:

1. Monthly Statement: Within twenty (20) calendar days after the expiration of each calendar month during the Contract Term, the Contractor shall deliver to the County a detailed written statement certified as full, complete, and accurate by an officer of the Contractor setting forth all Facility Expenses of Operation paid during the prior calendar month, including, without limitation, a summary of photocopies of all invoices, vouchers, statements, purchase orders, and billings received and paid during such preceding. The Contractor will retain for safekeeping for at least five (5) years from the date of their delivery all documents delivered to the County; provided, however, that parking tickets may be held for such shorter time as the County determines and approves in writing; and provided further that the County shall have the right to take possession of all original documents retained by the Contractor upon thirty (30) calendar days' written notice. The County will, within thirty (30) calendar days after the receipt of the Monthly Statement, remit to the Contractor the full amount of the Expenses of Operation and the Management Fee (as herein defined).
2. Annual Statement: For each Facility subject to the Contract, on or before each August 31 during the Contract Term, the Contractor shall deliver to the County a written statement ("Annual Statement") summarizing the Monthly Statements for the last Accounting Period (the twelve month period starting on July 1 and ending on June 30 of the subsequent year), or with respect to the first such Annual Statement, for the period between the date of the commencement of the Contract Term and the first June 30 during the Contract Term, or with respect to the last Annual Statement, for the period

between the last June 30 during the Contract Term and the last day of the Contract Term.

3. Monthly Operations Report: The Contractor shall provide operations reports detailing any significant issues encountered during the previous month in the report. This report must include, but not be limited to, labor and staff hour analysis, overtime analysis, safety issues / concerns, customer service issues / concerns, occupancy data, equipment problems, repairs, condition, or needs.
4. Books and Records: The Contractor shall keep separate electronic files, books and records for each facility, which shall be in a form such that all information contained in the Monthly Statements and Annual Statements may be determined from the books and records. Such books and records shall be maintained and available for inspection or audit within the Washington, D.C. metropolitan area and shall be kept in accordance with the Generally Accepted Accounting Principles. The County shall have the right and privilege of examining and copying said books and records at any and all reasonable times, at the County's expense, after reasonable prior notice to the Contractor. If an audit is performed by the County, and the audit discloses an overstatement of two and one-half per cent (2.5%) or more in the Expenses of Operation for any Accounting Period then, within thirty (30) calendar days after delivery by the County to the Contractor of an invoice for the reasonable cost of the audit, the Contractor from its own funds shall reimburse the County for the cost of the audit. In any event, all underpayments or overpayments by the Contractor shall be adjusted within thirty (30) calendar days after they are disclosed. Unless an audit is made within the five (5) year period following the end of an Accounting Period, information contained in the Monthly Statements and Annual Statements for said Accounting Period shall be conclusive in accordance with the Contractor's Monthly Statements and the summaries thereof.

6.3.7 Potential Additional Services

The County reserves the right to request additional services from the Operator during the term of the Contract. Requests will be made in writing by the Contract Administrator. The Operator shall provide a fee proposal for the requested additional services, or provide a written response declining the additional service request within fourteen (14) calendar days.

Additional services could potentially include:

On-Street Metered Parking Management

The County will initially implement only pay-by-phone parking. The County is asking for an ALPR enforcement system, as it is considering the implementation of a pay-by-plate multi-space on-street meter system. However, the County would also like to know the pricing to manage and enforce all different meter types (e.g. single space, pay-by-space, and pay-and-display), which would help them in their decision-making process regarding what type of on-street meters to purchase. The County will be responsible for purchasing the on-street meter equipment. The Operator should provide a cost estimate for enforcing a paid on-street parking system, which would include the following tasks:

- Enforcing payment during parking time restrictions;
- Collecting cash/coins from parking meters;
- Develop a collection schedule and route which may be adjusted depending on usage of meters;
- Oversee and troubleshoot any malfunctioning meters or accompanying software;
- Contact meter manufacturer or maintenance company for meter malfunctions that cannot be addressed by Operator;
- Train staff to troubleshoot minor meter issues, operation of meters, perform collections, and perform software functions;
- Perform internal daily audits of all funds received;
- Compilation, preparation, review and delivery of daily, weekly, monthly, and periodic (as requested) financial and system performance reports to ensure proper operations, accountability and internal control of funds; and
- Assisting the public with using the meters.

Please provide the additional annual cost, on top of the other annual fees to manage and enforce the on-street system with mobile payment and time restrictions, to enforce and manage each type of on-street meter technology on Form E, including:

- Pay-by-plate
- Pay-by-space
- Pay-and-display, and
- Single space meters.

Alternative On-Street Parking Enforcement Equipment

In Section 6.3.1.4 it specifies that the Operator should acquire and use ALPR enforcement technology that is mounted to a vehicle. However, if the Operator feels that either using only handheld ticket

writer parking enforcement equipment or a combination of both handheld and ALPR equipment is more reliable, efficient and cost-effective strategy, than the Operator is asked to provide a cost estimate and description of the preferred enforcement technology for this application. It should be noted that initially the streets will likely be pay-by-phone exclusively but may include metered parking at some point in the future. Handheld ticket writers should have the following capabilities: supporting software platform, real-time electronic tire chalking synced across all devices, e-ticket and/or printing tickets, real-time upload, GPS enabled, wireless internet connection, high-resolution color camera, custom interface, weather-proof, barcode scanner/image capture capability, and real-time integration with pay-by-phone, smart meters, and ALPR systems. If and only if there is a cost savings, please provide the start-up cost and annual cost to manage and enforce the system using enforcement practices other than an ALPR-only system in Form E. Also, provide a description of the suggested enforcement equipment. Again, assume that the system will include enforcement of time restricted and pay-by-phone parking, without meters, for the purpose of this cost estimate.

Alternative On-Street Enforcement Practices

In Section 6.2.1 it specifies that on-street enforcement checks/sweeps should be performed every two (2) hours in the study area. However, the County or Operator may feel that additional or fewer checks are needed to effectively enforce the on-street system. Please provide annual cost estimates for enforcement checks/sweeps of every on-street space in the study area for the following time periods in Form E:

- Hourly and
- Every four (4) hours

Alternative Hours for Interim Operations

The County may choose to have a 24/7 on-site security presence during interim operations at each facility by the Operator in lieu of daily walkthroughs. Please provide monthly cost estimates for these services during the assumed interim operations period in Form E.

7.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and

conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

7.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

7.2 Term

The Contract shall cover the period from **March 1, 2020** through **February 29, 2023** or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to seven (7) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the management fee and operating expenses. The management fee is guaranteed for a minimum of twelve (12) months. Any increase in the management fee after the initial term or any renewal term shall be negotiated between the parties, but in no instance shall any increase exceed three-percent (3%). Operating expenses will be billed as incurred based upon the budget as provided in Exhibit I. In the event that the operating expenses are expected to exceed ten percent (10%) of the estimated budget, the Contractor shall provide immediate notice to the County to include the estimated increase amount as well as the justification for the increase.

7.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement or the Contract Administrator. Should the Contractor fail to deliver the proper item(s) / service(s) at the time, place(s), and performance level(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement or the Contract Administrator, or should the Contractor fail to make a timely replacement of rejected item(s) / service(s) when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in

excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

7.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

7.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

7.6 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of 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.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - 1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability Insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the

Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability Insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
4. Comprehensive Garage Keepers Liability Insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against automobiles damaged or lost as a result of (i) fire and explosion; (ii) theft of entire car; (iii) riot, civil commotion, or vandalism; (iv) collision; and (v) including collapse, flood, earthquake, hail, and windstorm.
5. Umbrella Liability insurance, to supplement other required insurance.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability, Automobile, and Garage Keepers policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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4. Garage Keepers Liability:

Per Occurrence:	\$1,000,000
Deductible Per Vehicle:	\$500
Deductible Per Occurrence:	\$2,500
5. Umbrella Liability: \$10,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the 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 previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended 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 certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability, and Garage Keepers Liability. 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/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement

provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
- c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Contractor's General Liability, Automobile Liability, and Garage Keepers Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

7.7 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of

any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

7.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

7.9 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

7.10 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

7.11 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

7.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating 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.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.13 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

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 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 this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

7.14 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

7.15 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

7.16 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

7.17 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

7.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and

courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

7.19 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

7.20 Contract Payment Bond

The following bond or security shall be delivered to the Division of Procurement and shall become binding on the parties upon the execution of the Contract:

- A. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the scope, terms and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of subcontractor annual fee. This bond shall be renewable annually during the Contract Term.
- B. The amount of the payment bond shall increase without the necessity of any action by the County, to the same extent that subcontractor fee increases due to changes.

- C. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- D. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- E. The bond shall be payable to the County of Loudoun, Virginia and delivered within fifteen (15) calendar days following the County's issuance of the Notice of Intent to Award.
- F. If the Contractor fails to provide the required bond in accordance with the terms identified herein, the County may terminate the contract for cause.

7.21 Ordering, Invoicing and Payment

Contractor shall submit to the Contract Administrator the statements, reports, and invoices required by Section 6.3.6 of this RFP.

Upon receipt of the statements, reports, and invoices and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
PO Box 7000
Leesburg, VA 20177

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

The Contractor shall not accept credit card orders or payments from any subcontractors, equipment or service providers.

7.22 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- 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 subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item 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 as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

7.23 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

7.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

7.25 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

7.26 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

7.27 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws and provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly

waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-287.1.

Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

7.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Cheryl Middleton, CPPB
Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175
Or
Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20177

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

7.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

7.30 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered

limited liability partnership shall be authorized to transact business in the Commonwealth 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. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County Facilities. Contractor shall only use those designated smoking areas. Certain County Facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

7.32 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County Facilities working in any capacity, including supervision. The background check **MUST** be completed and received by the Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

7.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential

information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its Facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

7.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

7.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

7.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

7.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.38 Audit

The Contractor shall retain all books, record, and other documents relative to the contract for five (5) years after the expiration or earlier termination of a Contract with the County. The County, its authorized agents, and/or

auditors shall have full access to and the rights to examine any of said materials during said period.

7.39 County Quality Assurance Program (QAP)

Each of the services to be rendered under this Contract are subject to County inspection, both during and after completion of the tasks. The QAP (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The County's QAP effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract nor does it relieve the Contractor deductions due to Contract deficiencies as outlined in Section 6.3.3. hereof.

A. Consequence of Contractor's Failure to Perform Required Service:

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due to the Contractor and/or termination of the Contract. The types of reductions, at the County's option, may be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

7.40 Key Deposit

Access to County Facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the County Representative(s). Access may include special instruction about security systems installed at these Facilities. The Contractor shall take all reasonable precautions to ensure that security of these Facilities and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the Facilities. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

When leaving the Facilities, the Contractor's staff shall ensure that all external windows and doors are closed and secured. If the Contractor's staff fails to properly secure the Facilities, the County will deduct any resulting fees and/or the cost of County staff time required to correct the situation from the Contractor's monthly payment.

The Contractor shall report all lost or stolen keys to the County Representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse County for the total cost, as determined by County, of re-keying the Facilities or duplicating additional keys.

Upon expiration or termination of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to County.

The Contractor shall be responsible for any lost keys, card keys and any Inherent damages (i.e., re-keying of whole Facility). This cost shall be

withheld from payment(s). The decision to re-key the whole Facility is solely that of the County.

Upon completion of Contract, final payment shall be withheld until all issued keys are returned to the Contract Administrator or authorized representative.

8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- A. Credentials, related experience and financial stability of firm as well as the related experience and qualifications of key personnel as it relates to parking operations and maintenance services (30 points)
- B. Demonstrated understanding, project approach and demonstrated ability to meet or exceed the Scope of Services. (30 points)
- C. Compliance with Terms and Conditions (10 points)
- D. Overall quality and completeness of proposal (and interview, if shortlisted) (5 points)
- E. Cost of Services (25 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews and site visits with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

9.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

To allow the PAG sufficient time to properly review all documents in their entirety, each proposal shall be limited to a total of 150 pages, including all graphics and figures, but excluding the cover letter, table of contents, tabs, forms (Section 7 of 9.1), and appendices. All pages shall be numbered.

9.1 Proposal Format

- Cover Letter
- Section 1: Minimum Qualifications
- Section 2: Experience, Qualifications, and Financial Stability
- Section 3: Project Understanding, Operations Plan, Management Approach, Staffing Plan, and Project Schedule
- Section 4: Table of Exceptions
- Section 5: Cost and Pricing Information
- Section 6 Proprietary Information
- Section 7: Proposal Submission Form and Other Forms to be Completed
- Appendix

9.2 Cover Letter

Include the following in the cover letter:

- A. Commitment to provide the required services.
- B. Name and signature of the Offeror's representative authorized to negotiate any aspect of the proposal with the County.
- C. Statements that the Offeror has avoided documented conflicts of interest in violation of applicable federal, state and local laws.
- D. Statement that the Offeror has read and understands all information contained in the RFP and any addenda (if applicable).

9.3 Section 1: Minimum Qualifications

See Section 5.0 for submission requirements.

9.4 Section 2: Experience, Qualifications, and Financial Stability

- A. Provide an overview of your firm including brief company history, length of time in business providing the specific services required in this RFP, size, and organizational structure.
- B. Have any of the firm's principals ever been convicted of felony violations of federal, state and/or local laws?
- C. List and briefly describe all legal actions (current or pending) over the past three-years in which your firm (or any team member) has been: 1) a debtor in bankruptcy; 2) a defendant in a lawsuit for deficient performance; 3) a defendant in a criminal action; 4) a respondent in an administrative action for deficient performance.
- D. State whether you have had any contract or agreement that has been involuntarily terminated for cause. If applicable, provide the reason for the termination.

- E. State if your firm has been debarred. If applicable, provide the reason for the debarment.
- F. Has the firm or any of the firms' principals ever filed for bankruptcy?
- G. Description of financial stability and other resources that most adequately ensure the delivery of acceptable services to the County. The Offeror shall indicate the type of organization they represent (i.e., individual, partnership, or corporation). If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer, and all principals or partners shall be listed. If available, the Offeror should provide financial statements (i.e., audited annual financial reports for the previous three years).
- H. Has your firm ever had a prior contractual relationship with Loudoun County? If yes, provide information on the relationship.
- I. Include an organizational chart that includes individual positions for staff to be assigned as a result of this RFP, including the project manager. The organization chart should also list any subcontractors to be used.
- J. Offeror's proposed management team members shall have a minimum of five (5) years' experience managing a parking garage or parking garages that are similar in the number of spaces and use, and enforcing on-street paid parking on a public street network. Provide resumes only for those other key day-to-day personnel that will be responsible for each aspect of the operation and a brief description of their experience. Each resume should include years of experience in parking management service as well as highlight any specific experience with engagements similar to that included in this RFP.
- K. Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications and information on what services will be performed by the subcontractors. Additionally, provide information on previous contractual engagements with the subcontractors. The County reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

- L. Describe your firm's experience, past or current, operating and maintaining any parking facilities supporting mass transit operations?

9.5 Section 3: Project Understanding, Operations Plan, Management Approach, Staffing Plan, and Project Schedule

A. Project Understanding and Operations Plan

The Offeror shall detail their understanding of the contract, scope, technical requirements and the proposed approach used to successfully fulfill this Contract. The Offeror shall provide at a minimum the following information:

1. Narrative response describing the Offeror's ability to meet and exceed the requirements contained in the RFP.
2. Description of the proposed parking operations, maintenance, and enforcement services. Submit sufficient information to support the description of proposed operations and maintenance services as compared to the information provided in Attachment #2.
3. Provide a list and description of equipment and inventory that will be used to perform operations. Describe which equipment will be leased or purchased or if utilizing existing company equipment.
4. Description of the Offeror's innovative approach to the establishment of parking and maintenance operations at new Facilities.
5. Description of any work anticipated to be performed by the Owner or others as part of the project.
6. Specifically describe how your firm will provide parking enforcement and how the enforcement efforts will be in full compliance with §46.2-1220 of the Code of Virginia.
7. The Offeror shall specifically identify any potential operational risks and how your firm plans to mitigate each risk.
8. During the interim period, the County may choose to have a 24/7 on-site security presence by the Contractor in lieu of daily walkthroughs. Describe in detail how your firm would propose

providing this level of coverage and include what the cost for this alternative service would be a month.

B. Management Approach

The Management Approach should identify the Offeror's approach to overall management of the operations. The emphasis is on a comprehensive holistic approach to parking and not a collection of individual vendor supplied services. Include the following information:

1. A discussion of the management procedures, tools, resources, standards and approach that the team intends to apply in the delivery of this project and the services required. Include in your discussion the following topics:
 - a) Coordination with operations and management personnel
 - b) Quality control of operations
 - c) Cost control measures
 - d) Value added procedures to be used
 - e) Proposed safety plan
 - f) Procedures for coordinating subcontractors (if applicable)
 - g) Customer service strategy
2. A detailed program of work throughout the Contract. Include information on proposed meetings with the County, internal meetings, project management, staffing plan, etc. Describe objectives for each meeting. Identify any unique procedures that you would use to provide the services.
3. A narrative on the Offeror's Quality Control Program (QCP) and how the management team intends to guarantee contract compliance and total satisfaction on the part of the County.
 - a) Include both quantitative and qualitative measures and a description of how they are tracked.
 - b) Include information about customer satisfaction, communication, surveys and other pertinent details about customer relations.
 - c) Provide sample QCP from other facilities.
4. Discussion of the management approach should include past examples where the Offeror's team has utilized similar approaches and the success of such approaches.
5. Description of sample manuals, forms, and checklists to be utilized in administrating the Contract (e.g., personnel, policy,

procedure manuals, etc.). Samples shall be included in the proposal appendix.

6. Description of reporting capabilities. This should include, but is not limited to, financial, expense, staffing, and customer service reports. Samples shall be included in the proposal appendix.
7. Provide a detailed description of ongoing training, safety, and certification programs given to all existing employees (Training and Development Plan). Any and all updated training record of all employees associated with the performance of this Contract shall be made available to the Contract Administrator during the term of the Contract.

C. Staffing

1. Provide information on how your firm will recruit and hire staff for this engagement. Is your firm able to utilize resources already employed by your firm and assigned to other projects?
2. Describe the standards for hiring employees and detail personnel policies, background checks, and performance standards. Policies will include standards for employee courtesy, appearance, identification, and providing information to customers.
3. Provide information on training typically provided for new on-site staff. Provide samples of training plans used under other similar engagements. Samples shall be included in the proposal appendix.

D. Project Schedule

1. As stated, revenue service for the Silver Line is not expected to begin before July 2020 at the earliest. Based upon a March 1, 2020 contract effective date, how long would your firm need for startup activities, including recruitment and the purchase of equipment/supplies?
2. How much notice will your firm need to transition from interim operations to full service operations?
3. Provide a detailed schedule showing activities your firm will perform starting at contract award through the start of interim operations to full service operations of revenue service.

9.6 Section 4: List of Exceptions

Offeror must state whether their proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services and Terms and Conditions (as stated in Section 7.0 of the RFP), or other RFP requirements including all exhibits, forms, appendices, and addenda. The exception list will be in table form and will identify the page, section number, provision, and the specific exception, non-conformance, and/or substitute language proposed, and the justification for the exception. Failure to identify specific items of non-compliance will result in the County assuming the Offeror is compliant. Changes to the Scope of Services or Terms and Conditions may not be considered or negotiated if not submitted as part of the Offeror's proposal. The County, at its sole discretion, may modify or reject any exception or proposed change.

9.7 Section 5: Cost and Pricing Information

Pricing is to be submitted on Attachment #1 and the provided Excel workbooks only. The Excel documents should be kept in Excel when placed on the flash/thumb drives.

Excel documents (Forms A-E) should be provided separately for the cost of interim operations and full service operations.

9.8 Section 6: Proprietary Information

All proposals submitted in response to this RFP are subject to the Virginia Freedom of Information Act (FOIA). Place all proprietary and confidential information in this section. Failure to comply will result in the materials being released to vendors or the public as provided for under FOIA. Offerors shall also provide a fully redacted copy of its proposal on a CD or flash drive to be utilized for purposes of disclosure under FOIA. See Section 10.7 of this RFP for additional information and submission requirements. In this section, Offerors should provide a written statement that includes the following: "I, undersigned, hereby acknowledge that failure to mark information proprietary and confidential in accordance with Section 10.7 of the RFP may result in the disclosure of the contents of my firm's proposal under FOIA. " This statement should be accompanied with a signature of the person authorized to bind the firm.

9.9 Section 7: Proposal Submission Form and Other Forms to be Completed

Include the following forms in this section:

- Proposal Submission Form
- Proof of Authority to Transact Business
- How did you Hear?
- W-9
- Sample Certificate of Insurance

9.10 Appendix

The Offeror shall include all documents required by this RFP including, but not limited to those noted below. Provide a separate tab for each item.

10.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

10.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to the time located on the cover of this RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov> and selected Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).
- H. Each offeror shall submit one (1) original and eight (8) hard copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP. *Additionally, each firm shall include an electronic copy of their proposal on a flash/thumb drive.* All

documents shall be in PDF with the exception of the Excel workbook. The Excel workbook shall remain in Excel format on the flash/thumb drive.

Responses will be submitted on standard 8½" x 11" letter size paper, bound vertically on the left side with printed material on both sides; the use of expensive and elaborate materials is not necessary. All submittals will become the property of the County and no materials will be returned.

Documents with original signatures should be clearly labeled as such; failure to comply may be cause for rejection of the submission.

10.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 5:00 p.m. on the dates specified in Section 4.4. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

10.3 Inspection of Site

It is strongly recommended that all offerors make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Note, these are currently active construction sites and access to the site will not be granted after of the pre-proposal conference. Failure to participate in the pre-proposal conference will not relieve the successful offeror of his obligation to carry out the scope of the resulting contract. A site visit to the Ashburn South and the Loudoun Gateway garages are currently planned to occur immediately following the pre-proposal conference. The County will provide transportation for a limited number of attendees. Please note that these are active construction sites. As a result, all attendees are required to wear Personal Protective Equipment (PPE), to include hard hats, safety vests, safety glasses and appropriate footwear (boots). Offerors are required to bring their own PPE to the site visit as it will not be provided by the County. For safety and liability purposes, pre-proposal conference attendees who do not bring and wear appropriate PPE will not be permitted to participate in the site visit.

10.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of two hundred and seventy (270) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

10.5 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

10.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

10.7 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

10.8 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

10.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of two hundred and seventy (270) days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

10.10 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

10.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

10.12 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

10.13 Incidental and Consequential Damage

No Offeror may require contractual language limiting or eliminating liability for incidental and consequential damages.

10.14 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

10.15 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

10.16 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

10.17 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

10.18 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

10.19 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

10.20 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

10.21 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

10.22 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

10.23 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

10.24 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

10.25 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

10.26 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

11.0 PROPOSAL SUBMISSION FORM

PARKING GARAGE OPERATIONS AND MAINTENANCE SERVICES AND ON-STREET PARKING ENFORCEMENT

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 43770 for the price as stated in the price proposal.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (10.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business in Virginia Form:	_____
3. Response to Section 9.0	_____
4. One (1) original, eight (8) copies and 1 flash drive	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (10.8): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 43770

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 43770

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>