

# Contract between Dynamic Ideas Routing and Arlington Public Schools Routing as a Service School Year 2020-2021

## 1. Purpose

Dynamic Ideas Routing will undertake the scope of work described herein to assist Arlington Public Schools (APS) with its ability to manage transportation services during the 2020-21 school year. This project will focus on analyzing the school district's routing needs based on data provided by APS, and on optimizing its school bus routes, to best meet the health and safety constraints brought on by the COVID-19 pandemic. These constraints include but are not limited to: reduced bus capacity, potential driver shortages, and redesigned in-person learning models.

## 2. Scope of Work

The scope of this project, during the 2020-21 school year, entails Dynamic Ideas Routing's **Routing as a Service** model, through which Dynamic Ideas Routing will serve as a routing partner to the district. As such, Dynamic Ideas Routing will generate routing plans for APS and will deliver them in an agreed-upon format to the APS Transportation team, who will then copy those routes into APS' existing routing software.

This project will include but not be limited to the following tasks and milestones:

- Receipt of data from APS regarding students, schools, buses, etc. (*see Information Needed section below*)
- Receipt of information and further guidance from APS on relevant rules, policies, and COVID-19-related constraints, which Dynamic Ideas Routing should build into its routing system (*see Information Needed section below*)
- Integration of the data/information into the Dynamic Ideas Routing Optimization Engine, including any necessary data cleaning, possibly requiring further clarity from APS
- Computation of the data/information through the Dynamic Ideas Routing Optimization Engine, resulting in a routing plan for APS
- **Delivery of routing plans to APS**, including but not limited to:
  - A pdf or csv report on relevant routing metrics, if requested (e.g., number of buses, average walk-to-stop distance, average student-on-board time, etc.)
  - A copy of all routes via pdf or some other agreed-upon format, if requested
  - Short-term access to the Dynamic Ideas Routing interface to evaluate routes, if requested
  - Assistance with accessing the interface and interpreting the route copies, where necessary

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- Further refinement of each routing plan, if needed; examples of acceptable refinements include:
  - Refining the plan via small changes (e.g., modifying bus stop time allowances, bus stop assignments, travel speeds, school-based dwell times, etc.)
  - Trouble-shooting perceived problems in the delivered routes arising from local knowledge or APS rules either not previously conveyed to Dynamic Ideas Routing or not implemented by Dynamic Ideas Routing
- Multiple check-in meetings involving members of the APS and Dynamic Ideas Routing teams
- At least one but no more than two presentations to APS and Arlington City leadership, if needed

Service will begin upon execution of a contract between Arlington Public Schools and Dynamic Ideas Routing, under the guidelines of this proposal.

The refinements noted above will be allowed between each plan delivery and 30 days after delivery. The following should also be taken into account:

- **Dynamic Ideas Routing will perform up to five (5) routing plan optimizations for School year 2020-2021**
  - These are described here as routing plan optimizations
- **Dynamic Ideas Routing will perform up to one (1) further refinement for each plan, if needed**
  - These are described here as routing plan refinements.
- The above allows for up to ten (10) routing plan iterations, including five (5) routing plan optimizations and five (5) refinements.
- Additional routing iterations beyond these ten, if requested, will require a separate negotiated agreement to this effect.
- All requests for iterations must involve the 2020-21 school year and relevant data; no iterations will be performed for the 2021-22 school year.
- Routing plan optimizations will entail changes to rules and policies, or other significant modifications meant to generate safe, feasible, and/or efficient routing scenarios as a response to COVID-19. Permissible changes within routing plan optimizations include but are not limited to:
  - Changing school start- or end-times
  - Changing student-rider groupings (e.g., implementing an A/B student scheduling model)
  - Changing bus capacity limitations
  - Changing bus eligibility policies
  - Changing any other districtwide rules and policies
- Refinements will be limited to changes which can be easily implemented in the Dynamic Ideas Routing algorithm and which aim to make the routing plan more or less efficient, or changes due to rules and policies not previously conveyed to Dynamic Ideas Routing or not implemented by Dynamic Ideas Routing.
- Refinements will not be allowed if the requested changes fundamentally alter the nature of the routing system or the routing algorithm.

Dynamic Ideas Routing expects to deliver any permissible routing iterations within two (2) weeks from the date all data is available. Delivery time may vary with routing plan optimization or refinement complexity.

### 3. Information Needed from Arlington Public Schools

#### Initial Routing Plan Optimization:

Much of the required information has already been provided, including but not limited to:

- Schools data (school ID, address, bell times, etc.)
- Bus stop data (address)
- Bus data (number of vehicles, lot assignments, capacity data, etc.)
- Districtwide rules (dwell times, route-length maxima, walk-to-stop maxima, street-crossing limitations, etc.)

Note that some of the provided data has been specific to the “Dynamic Ideas Routing - Student Transportation Scenarios in response to COVID-19 project”. In cases where there have been data changes, new data must be provided. For example, new 2020-21 regular education student data must be provided as the district modifies its student groupings due to changes in the district’s or families’ in-person learning decisions; these data include student ID, address, school assignment, and any other information previously communicated to APS. Similarly, if the district chooses to implement any rules not previously communicated in writing to Dynamic Ideas Routing, then these rule changes must also be communicated. Dynamic Ideas Routing will only build a routing plan for the data and rules it has received in writing; APS should carefully consider what it has and has not provided to ensure that this routing plan is as comprehensive as possible.

#### Subsequent Routing Plans Optimization(s):

If APS chooses to modify the initial routing plan, then specific, detailed, and comprehensive information must be provided for each plan to be created by Dynamic Ideas Routing. Examples of such information include but are not limited to:

- If modifying bus capacities, then new capacities for each bus type should be given.
- If student subgroups will attend school on different days then each subgroup should be provided in full using Student ID’s coupled with their “bus days” (i.e., the days they will go to school).
- If adjusting school start- and end-times then specific times should be provided for specific schools using School ID’s.
  - Note that this work, if requested, will entail shifting school bell times with a goal of allowing for safe transportation planning under reduced bus capacity limits; this will not entail a full-scale optimization of APS districtwide bell times.
- If adjusting bus transportation eligibility rules then the new rule(s) must be provided.

Other parameters may be considered as well. It is important that any changes/scenarios are communicated to Dynamic Ideas Routing in writing as clearly and specifically as possible.

Each scenario can include changes to one or more of the parameters above (or others not shown). Note that certain scenarios might not be possible if not technically feasible.

## 4. Deliverables

Both routing plan optimizations and refinements will include the following deliverables for each iteration, if requested:

- A pdf or csv report on relevant routing metrics (e.g., number of buses, average walk-to-stop distance, average student-on-board time, etc.)
- A copy of all routes in an agreed-upon format
- Short-term access to the Dynamic Ideas Routing interface to review the generated routes
- Assistance with accessing the interface and interpreting the route copies, where necessary
- At least one but no more than two presentations to APS and Arlington City leadership

Additional reports may also be provided upon request.

## 5. Timeline

The following outlines the project timeline over the course of the 2020-21 school year:

- Milestone 1: Execution of this contract (Contract starts)
- Milestone 2: Receipt of all relevant data/information from APS
- Milestone 3: Delivery of and acceptance by APS of initial routing plan optimization
- Milestone 4: APS requests further routing plan changes, as specified above
- Milestone 5: Delivery of and acceptance by APS of further routing plan iterations, upon request
- Milestone 6: Delivery of and acceptance by APS of the fifth routing plan optimization and refinement, or the end of the 2020-21 school year, or June 30, 2021, whichever is earliest (Contract ends)

## 6. Costs

Arlington Public Schools will be considered a **VIP customer**, as part of the product launch phase of Dynamic Ideas Routing. As such, the costs below reflect **discounted rates** than what should be expected in future years or for other clients beyond this phase.

- **Total cost: \$180,000**
- **Credit from COVID-19 Scenario Planning Project: 40% (\$30,000)**
- **Final cost: \$150,000**

Costs are calculated by the number of transported students. APS VIP customer fees are described below:

- APS 2020-2021 Transported Students = 13,500 (average between 10,000 and 17,000)
- VIP Routing Optimization Cost per Rider = \$12.00
- VIP Routing Optimization Total Cost: \$162,000.00
- Set-up and Customization Costs = \$18,000

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- Total Cost = \$180,000
- Credit from COVID-19 Scenario Planning Project = (\$30,000)
- Final Cost = \$150,000

Invoices will be issued to Arlington Public Schools according to the following schedule:

- \$30,000, upon execution of contract (Milestone 1)
- \$70,000, upon delivery of initial routing plan optimization (Milestone 3)
- \$50,000, upon completion of contract (Milestone 6)

Note: Credit of \$30,000 is accounted for in final payment (Milestone 6)

## 7. Standard Terms & Conditions

1. **PURCHASE ORDER:** This Purchase Order is a contractual agreement between Arlington County School Board, operating as Arlington Public Schools (“APS”), and the Vendor and is subject to these Purchase Order Terms and Conditions, the Arlington Public Schools Procurement Resolution (“Procurement Resolution”), and the Code of Virginia.
2. **DELIVERY:** Time is of the essence for any orders placed as a result of this Purchase Order. APS reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Purchase Order. Delivery costs will be included in the price. All items shall be delivered F.O.B. destination and Vendor will pay transportation charges both ways on materials rejected for failure to meet specifications or for wrong or defective material. The Vendor assumes all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
3. **FORCE MAJEURE:** Neither Party shall be held responsible for failure to perform the duties and responsibilities imposed upon it by this Purchase Order if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of the Party that makes performance impossible or illegal, unless otherwise specified in this Purchase Order.
4. **ACCEPTANCE OF MATERIAL:** Any goods delivered under this Purchase Order shall remain the property of the Vendor, who bears all risk of loss, until a physical inspection or actual usage of the goods is made and thereafter accepted to the satisfaction of APS. All goods, services, professional services, construction or insurance (collectively “Deliverables”) must comply with the specifications/scope of services and terms and conditions of the Purchase Order and be of the highest quality. In the event any Deliverables supplied to APS are found to be defective or not to conform to specifications, APS reserves the right to cancel the order upon written notice to the Vendor and return products to the Vendor at the Vendor's expense.

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5. OVER SHIPMENTS: APS shall not be responsible for payment of over shipments even in the event of inadvertent use of over shipped goods. Quantities ordered must not be exceeded unless authority for deviations is specified in this Purchase Order or an appropriate change order is issued.
6. PACKING LIST AND/OR DELIVERY TICKET: A Packing List and/or Delivery Ticket must be furnished with each shipment indicating the Purchase Order number as well as the following information: a. Name of the Article and Stock Number (Vendor's) b. Quantity Ordered c. Quantity Shipped d. Quantity Back Ordered e. Name of Vendor
7. DROP SHIPMENTS: "Drop Shipments" of materials by Vendor from manufacturers will also be subject to the Packing List and/or Delivery Ticket information requirements as outlined in Paragraph 6 above. Vendor must ensure manufacturer compliance with these instructions.
8. MARKINGS: The Purchase Order number must appear on all cartons, boxes, packages, shipping cases, invoices, shipping documents and correspondence.
9. PAYMENT TERMS: Payments will be made within thirty (30) calendar days after receipt of an approved invoice by APS. Any prompt payment discounts offered will be taken if payment is made within the discount period offered. In connection with any discount offered for prompt payment, time shall be computed from the date the invoice is received. For the purpose of earning the discount, in those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
10. PAYMENTS TO SUBCONTRACTORS: The Vendor agrees to make payments to subcontractors in accordance with Virginia Code Section 2.2-4354.
11. PRICES: This order is accepted only at prices stated in the Purchase Order. No tax shall be included except as provided for in Paragraph 13, Taxes.
12. INVOICES: Invoices, unless otherwise specified in the Purchase Order, will be submitted immediately upon completion of the shipment or no more often than every thirty (30) days of performance and in compliance with the requirements of paragraph 25 below. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoice. Each Purchase Order must be invoiced separately. Deliverables furnished on two (2) or more Purchase Orders must not be included on one (1) invoice, but more than one (1) invoice may be issued under a Purchase Order. Mail invoices, as applicable, to: Arlington Public Schools Finance Office 2110 Washington Blvd. Arlington, VA 22204
13. TAXES: APS is exempt from the payment of any federal excise or any Virginia Sales Tax. The price must be net, exclusive of taxes. However, when under established trade prices, any federal excise tax is included in the list price, the Vendor may quote the list price and show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax I.D. is 54 6001128. V e n d o r s located outside of the Commonwealth of Virginia are advised that when materials are picked up by APS employees at Vendor's place of business, Vendor may charge and collect its own local/state tax.

14. **PURCHASE ORDER REQUIREMENT:** A Vendor shall not commence work until an approved Purchase Order or Change Order has been issued by the Procurement Agent, except where permitted either by the Procurement Resolution or the underlying Public Contract to which the Purchase Order or Change Order is the approval to commence work or modify it. A Public Contract is not considered to be fully executed unless it has been signed by the APS Procurement Agent, or his designee, and the Vendor. In situations where work has commenced prior to a Purchase Order or Change Order being approved, and it is determined the commencement of work without a Purchase Order or Change Order is not permitted by the Procurement Resolution or the underlying Public Contract, requests for payment received from the Vendor for work performed prior to the date of a Purchase Order or Change Order being approved, may be rejected by the Procurement Agent and considered an Unauthorized Purchase. The Vendor's sole recourse shall be as provided by the underlying contract and the applicable provisions of the Virginia Public Procurement Act. APS will not be liable for payment of any purchases made by its employees without appropriate procurement authorization issued by APS Procurement Agent.
15. **CHANGES TO PURCHASE ORDERS:** No change may be made to this Purchase Order without an APS change order to this Purchase Order issued in advance of the transaction by an authorized APS employee. APS has no payment obligation or responsibility for any changes made without issuance of a written change order.
16. **APPROPRIATION OF FUNDS:** All funds for payments by APS under this Purchase Order are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board. In the event of non-appropriation of funds by the Arlington County School Board for the goods, services, professional services, construction or insurance provided under this Purchase Order or changes thereto this Purchase Order will terminate automatically without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the purchase covered by this Purchase Order is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Purchase Order, cancellation will be accepted by the Vendor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Purchase Order beyond the date of termination other than to make payment for delivery or performance prior to notice of termination.
17. **GUARANTEES & WARRANTIES:** Vendor warrants to APS that all goods furnished under this Purchase Order will be new unless otherwise specified in writing by APS, and that all performance will be of first-class quality, free from faults and defects. All Deliverables provided not conforming to these requirements shall be considered defective. All manufacturer warranties shall be assigned to APS. Nothing stated herein shall in any way limit any applicable implied warranties. The warranty shall be for a period of minimum of one-(1) year, from acceptance by APS of the goods

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- furnished under this Purchase Order, or the manufacturer’s standard warranty, whichever is longer. The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition. The cost of this one (1)-year warranty shall be included in the price quoted.
18. **VENDOR RESPONSIBILITY FOR DAMAGE TO PROPERTY:** The Vendor shall be responsible for damages to property caused by performance under this Purchase Order. The Vendor shall repair to proper working order or replace, to the satisfaction of APS, any property damaged either directly or indirectly by Vendor’s actions.
  19. **TERMINATION FOR CONVENIENCE:** Unless otherwise stated, this Purchase Order may be terminated by APS, in whole or in part, whenever APS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed or delivered to the Vendor at least five (5) business days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Vendor shall be paid for all accepted performance prior to the termination date. Purchase Order termination pursuant to this section shall not be considered a Purchase Order default, and APS shall not be liable for future payments, damages of any type, or for cancellation or termination charges.
  20. **TERMINATION FOR CAUSE:** If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Purchase Order, or if the Vendor violates any of the covenants, agreements, or stipulations of this Purchase Order, APS thereupon has the right to declare the Vendor in default in whole or in part. In the event APS elects to declare the vendor in default, APS will give the Vendor written notice describing the nature of the default and providing the Vendor a right to cure such default within ten (10) business days after the date of the notice, or within such longer period as APS, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period, APS has the right to take necessary actions to correct or complete the work. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Vendor and all goods on site under the Purchase Order shall, at the option of APS, become the property of APS and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory performance through the date of termination. A termination for cause subsequently determined to have been without adequate justification shall be deemed to have been a termination for convenience. Notwithstanding the above, the Vendor shall not be relieved of liability for damages sustained by APS by virtue of any breach of this Purchase Order by the Vendor until such time as the exact amount of damages due to APS from the Vendor can be determined.
  21. **CONTRACTUAL DISPUTE:** Contractual disputes shall be handled in accordance with Article 7-107 of the Arlington Public Schools Procurement Resolution.



22. **ARBITRATION:** It is expressly agreed that nothing under this Purchase Order shall be subject to arbitration.
23. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Purchase Order are severable, and if any phrase, clause, sentence, paragraph or section of this Purchase Order shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Purchase Order.
24. **VENDOR LICENSING/REGISTRATION/CERTIFICATION:** The Vendor certifies it has in effect all licenses, certifications and classification(s) required to perform the work included in this Purchase Order, in accordance with Title 54.1 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, or such other regulatory authority as may be applicable. If this certification is not correct, this Purchase Order is invalid and APS shall be responsible for no payment regardless of degree of performance by Vendor.
25. **AUTHORITY TO TRANSACT BUSINESS:** The Vendor must be in compliance with all applicable Arlington County business license requirements. Any Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the Vendor by the State Corporation Commission must be included in all invoices. Any Vendor 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 or as otherwise required by law, or not required to have an Arlington County business license, shall include in its first invoice a statement describing why the Vendor is not required to be so authorized and licensed. APS may require documentation which clearly supports any of the forgoing representations of the Vendor. Failure to provide such documentation within the time requested shall be grounds for cancellation of this Purchase Order with no responsibility of APS to make payment of any kind, regardless of performance provided. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).
26. **COMPLIANCE WITH ALL REQUIREMENTS:** The Vendor shall comply with all applicable Federal, State and Local laws, codes and regulations and shall give all notices and obtain all permits required thereby.
27. **INDEMNIFICATION:** The Vendor covenants to save, defend, hold harmless, and indemnify APS, Arlington County School Board, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "Indemnified Parties ") from and against any and all

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- claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's performance or nonperformance of the scope of this Purchase Order except for those caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall survive the completion of this Purchase Order.
28. **GOVERNING LAW:** This Purchase Order and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.
29. **ARLINGTON PUBLIC SCHOOLS EMPLOYEES:** No employee of APS shall be admitted to any share or part of this Purchase Order or to any benefit that may arise from this Purchase Order which is not available to the general public.
30. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 9 of the Procurement Resolution apply to all APS Purchase Orders. The provisions of Article 9 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.
31. **FAITH BASED ORGANIZATIONS:** APS does not discriminate against faith-based organizations.
32. **IMMIGRATION REFORM AND CONTROL ACT:** In accordance with § 2.2-4311.1 of the Code of Virginia, the Vendor certifies that it has not, and will not during the performance of this Purchase Order, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
33. **HIPAA COMPLIANCE:** The Vendor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
34. **VENDOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS:** The Vendor agrees to comply with Virginia Code 22.1-296.1. The Vendor agrees to provide certification that neither the Vendor, its employees, its subcontractors and employees thereof, who will have direct contact with students on school property during regular school hours or during school sponsored activities, have not been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Vendor certification shall also cover its employees, its subcontractors and employees thereof, assigned to the performance of this Purchase Order and the Purchase Order was approved. The Vendor, upon demand from APS, shall provide all information which allowed for the Vendor's certification.

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35. **ASSIGNMENT:** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.
36. **GENERAL INSURANCE REQUIREMENTS:** If requested, the Vendor shall provide a Certificate of Insurance indicating that the Vendor has in force general commercial liability and comprehensive insurance coverage levels acceptable to APS, and workers' compensation insurance in compliance with Virginia law, prior to the start of any work under this Purchase Order and agrees to maintain such insurance until the completion of the work. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. APS requires notification of cancellation of any of the aforementioned insurance policies sixty (60) days prior to the cancellation date.
37. **EMPLOYER DISCRIMINATION BY VENDOR PROHIBITED:** During the performance of this Purchase Order, the Vendor agrees as follows: A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an Equal Opportunity Employer. C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. D. The Vendor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities. E. The Vendor will include the provisions of the foregoing sections in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. F. In seeking subcontractors, suppliers and vendors necessary to perform work, the Vendor shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses, service disabled veteran-owned businesses and employment services organizations. At a minimum, for any portion of the work the Vendor is not going to perform with its own forces, the Vendor shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The Vendor shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of

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- subcontracts or materials/equipment supply subcontracts. Identification and direct solicitation of other such businesses by other means is strongly encouraged
38. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY VENDOR:** During the performance of this Purchase Order, the Vendor agrees to: A. Provide a drug-free workplace for the Vendor's employees; B. 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 Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; C. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor 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 Vendor in accordance with this Procurement Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
39. **SMOKING PROHIBITED:** Any building or open area owned by APS wherein or whereon a Vendor is performing a contract is either an educational facility or a public place as defined by Va. Code Ann. §15.2-2820. There shall be no smoking as defined by Va. Code Ann. §15.2-2820 and including e-cigarettes or similar apparatus at any time in any educational facility, building or open area owned by APS. It is the responsibility of the Vendor to enforce this prohibition.
40. **CONFIDENTIAL INFORMATION:** The Vendor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its work under this Purchase Order. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Vendor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.
41. **VENDOR TERMS AND CONDITIONS:** Any Vendor terms and conditions included or referenced in any Vendor documentation or Vendor website, shall not be considered to be and will not be considered to be a part of this Purchase Order.
42. **CONTRACTOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCT WITH MINOR:** As a condition of being awarded a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the

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- elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.
43. ORDER OF PRECEDENCE: Should the terms and conditions of this Purchase Order conflict with the terms and conditions of a contract the Vendor has with APS under which this Purchase Order is issued, the terms and conditions of the pre-existing APS contract shall take precedence.
44. The following is included in Purchase Orders and Change Orders for the purchase of textbooks:
45. PURCHASE OF TEXTBOOKS: The publisher shall, for each textbook ordered, furnish an electronic file in the National Instructional Materials Accessibility Standards (NIMAS) format that will be deposited in the National Instructional Materials Access Center (NIMAC) from which accessible versions of the particular textbook may be produced for students with print disabilities. The publisher shall deliver the NIMAS file of the textbook on or before the date of delivery of the regular text version. The publisher certifies that the textbook unit price appearing in the contract or Purchase Order is the lowest wholesale price at which the book or books are currently bid under contract anywhere in the United States or that the price to be charged has been reduced and is the same price as sold anywhere outside of Virginia. In the event the reduced price is permanent the publisher further agrees to notify the Virginia Department of Education to update its website with the new unit price. The publisher shall, when applicable, offer the Arlington County School Board the option of using any special or other edition of a textbook named in the contract or Purchase Order and adapted for use in Virginia and available at a lower price as sold elsewhere in the United States. The following is included in Purchase Orders and Change Orders where the Vendor will have access to student data:
46. STUDENT DATA USAGE AND PRIVACY AGREEMENT: The Vendor understands and agrees that where the provision of Work requires the Vendor to have access to student data the Student Data Usage and Privacy Agreement (SDUPA) is included in the Purchase Order and Change Order by reference.

## 8. Additional Contract Terms & Conditions

### 8.1 District Responsibilities.

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Arlington Public Schools (the District) shall be responsible for ensuring that District personnel and information necessary for the fulfillment of the scope of work (SOW) obligations hereunder are available. The parties acknowledge that the work effort and responsibilities associated with this scope of work (SOW) are divided between the parties, and that the terms herein are dependent upon the District's timely, complete performance of its respective portion. In the event of a material delay or material failure by the District (or the material delay or failure of the District's agents or contractors) to meet its obligations in a timely fashion, then: (1) Dynamic Ideas Routing will not be in default or liable for any failures that were materially impacted or caused by the District's non-performance; (2) if the District's non-performance causes Dynamic Ideas Routing's costs to increase, and Dynamic Ideas Routing provides the District with a competent accounting showing the degree to which Dynamic Ideas Routing's costs have increased as a direct result of such delay or failure, the pricing will be equitably adjusted to account for such additional actual costs; and (3) where the parties agree that such modification is necessary, the parties will modify this SOW to appropriately adjust the cost, scope and/or schedule to account for such non-performance.

## **8.2 Confidentiality.**

During the course of Dynamic Ideas Routing's performance of the services under this SOW, the District may be given access to information (in hardcopy and/or electronic form) that relates to Dynamic Ideas Routing's past, present, and future research, development, business activities products, services, and technical knowledge, which is identified by Dynamic Ideas Routing as confidential. In addition, all information disclosed by the District to Dynamic Ideas Routing is confidential under the Terms and Conditions of the STUDENT DATA USAGE and PRIVACY AGREEMENT. Each Party will exercise commercially reasonable efforts not to disclose any Personal Data to the other Party and to restrict the other Party's access to its Personal Data, but if a party is given access to the other Party's Personal Data, the receiving Party will protect such Personal Data utilizing a commercially reasonable standard of care.

### **8.2.1 Use.**

A Party may use the Confidential Information of the other party only to the extent reasonably necessary for the purposes of this SOW.

### **8.2.2 Protection.**

Each Party will protect the confidentiality of the other party's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each Party will restrict access to the Confidential Information to those of its personnel (including such personnel employed by its Affiliates) and subcontractors engaged in the performance, management, receipt or use of the Services under this SOW, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this SOW.

**8.2.3 Return.**

Each Party will return or destroy the other party's Confidential Information in its possession upon request by the other party, unless otherwise allowed to retain such Confidential Information. Each Party may retain copies of the other party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this SOW). Nothing in this section shall prevent the District from complying with its records retention obligations or other laws or regulations.

**8.2.4 Exceptions.**

Nothing in this SOW will prohibit or limit a Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

**8.2.5 Compelled Disclosure.**

If the receiver receives a subpoena or other validly issued administrative or judicial process or a public records request requesting Confidential Information of the other Party, it will promptly notify the other party of such receipt and tender to the other party the defense of such subpoena or process. Dynamic Ideas Routing will not act as an expert witness or otherwise provide litigation support services as a part of the Services.

**8.2.6. Public Records Law.**

Notwithstanding the foregoing, the District is subject to the Commonwealth's Public Records Law. Dynamic Ideas Routing understands any and all documents provided to the District during the course of this engagement may become a public record. Should the District receive a public records request for Dynamic Ideas Routing's Confidential Information, it shall immediately notify Dynamic Ideas Routing and withhold production of such information for nine days or some other period as determined by the Secretary of State or judicial process.

**8.3 Compliance with Laws.**

Each party will retain responsibility for its compliance with any laws, regulations, or other authorities applicable to its business, including those areas on which it relies on the other party's performance under this SOW. The parties agree that any regulatory or statutory change that significantly impacts the scope or schedule of this SOW will be subject to a mutually agreeable amendment to this SOW.

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**8.4 Scope of Work Extensions.**

Based on the scope of work agreed between the District and Dynamic Ideas Routing, the District may elect to extend the Dynamic Ideas Routing SOW at its discretion. The District may extend this SOW with seven (7) calendar days' prior notice to Dynamic Ideas Routing. The notice to Dynamic Ideas Routing may impact the schedule, work effort, and cost associated with this SOW. Dynamic Ideas Routing must respond within five (5) calendar days with a proposed SOW schedule, milestone(s), work effort, and estimated cost to support any modifications to the SOW. No SOW will be effective until it is signed by both parties.

**8.5 Warranty.**

Dynamic Ideas Routing warrants that its Services will be performed in a good and workmanlike manner. Dynamic Ideas Routing agrees to perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed. This section is Dynamic Ideas Routing's only express warranty concerning the Services, any Deliverables or materials, and this Agreement, and is made expressly in lieu of all other warranties, conditions and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, interference with enjoyment or otherwise.

**8.6 Dynamic Ideas Routing Intellectual Property.**

Rights in all intellectual property of Dynamic Ideas Routing existing prior to the Services, used in the Services, developed separately and used in the Services, and any enhancements or modifications to the same, are the sole and exclusive property of Dynamic Ideas Routing ("Dynamic Ideas Routing IP").

**8.7 Intended Use.**

The results of the Dynamic Ideas Routing - Routing as a Service Project for Arlington Public Schools are limited to those deliverables in Section 4 above. This service entails a fully detailed description of all District routes delivered in an agreed-upon format and using data and routing rules and policies provided to Dynamic Ideas Routing by APS. Implementation of detailed routes and integration of the detailed routes within existing District software are the District's responsibilities. This Agreement shall not be construed to grant access to APS personnel to Dynamic Ideas Routing software, other than short-term access meant to assist in the validation of Dynamic Ideas Routing results; similarly, this Agreement shall not be construed to represent Dynamic Ideas Routing software support during the contract period. If the District decides to pursue Dynamic Ideas Routing software implementation, then this will require a subsequent agreement between the District and Dynamic Ideas Routing. Dynamic Ideas Routing is eager to support the District with its routing, software, and other logistical needs.

**8.8 Limitations to District Access.**

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This Agreement does not give the District access to Dynamic Ideas Routing software, intellectual property, or technology, unless expressly permitted elsewhere in this Agreement or in writing between both parties.

### **8.9 On-Site Support.**

In the event that Dynamic Ideas Routing is requested to support this SOW on-site in schools, District offices, or public meetings, then the District shall be responsible for travel, accommodations, and hourly costs of Dynamic Ideas Routing staff. Any travel and accommodation costs shall be at the GSA per diem rate for Arlington County. Dynamic Ideas Routing staff will do their best to meet any reasonable requests for on-site support, to best help the District to choose and implement an effective transportation solution for the 2020-21 school year.

#### Hourly Rates – Dynamic Ideas Routing Staff:

<b>Title</b>	<b>Unit</b>	<b>Hourly Cost</b>
Data Scientist	Hour	\$125
Sr. Business Consultant	Hour	\$150

## 9. Signatures

This contract between Dynamic Ideas Routing and Arlington Public Schools is thus entered into on the following date, by the individuals listed below, who each affirm that they have the authority to enter into a contract of this kind for their respective party.

**For Dynamic Ideas Routing:**



\_\_\_\_\_  
*Signature*

Diogo Louisa

\_\_\_\_\_  
*Printed Name*

Co-Founder

\_\_\_\_\_  
*Title*

10/30/2020

\_\_\_\_\_  
*Date*

**For Arlington Public Schools:**



\_\_\_\_\_  
*Signature*

DAVID WEBB

\_\_\_\_\_  
*Printed Name*

Procurement Director

\_\_\_\_\_  
*Title*

November 3, 2020

\_\_\_\_\_  
*Date*

## Student Data Usage and Privacy Agreement

This Student Data Usage and Privacy Agreement (“SDUPA”) is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 (“APS” or “Customer”) and **Dynamic Ideas Routing** located at 271 Waverley Oaks Rd, Suite 102, Waltham, MA 02452 (“Provider”) hereinafter individually a “Party” and collectively “the Parties”, APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

### 1.0 Definitions

- 1.1. “Agreement” or “Agreements” shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
- 1.2. “Approved Purposes” shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider (“Authorized Services”) during the term of the SDUPA., and for no other purpose.
- 1.3. “Data” shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act (“FERPA”), and other non-public information relating directly to APS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4. “Subcontractors” shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

### 2 Security Controls

- 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of APS in the event of a security or privacy incident involving Data . Provider agrees to share its incident response plan upon request.

### 3 Access and Control

- 3.1 Any Data held by Provider will be made available to APS upon request by APS.
- 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through APS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

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4 Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements, and may never directly collect personal information from students under the age of 13.

5 Collection and use of Data

- 5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a 'School Official' within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.
  - 5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its sub- contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker's compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.
- 5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.
- 5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.
- 5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider's obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

6 Data Transfer or Destruction

- 6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

7 Rights and License in and to use Data

- 7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of APS and  
Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

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7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

8 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider's products or services, but may not be provided to third parties or sold.

9 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

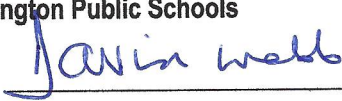

10 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from APS.

11 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

**ACCEPTED AND AGREED:**

Arlington Public Schools		Dynamic Ideas Routing	
Authorized Signature:		Authorized Signature:	
Printed Name	David J. Webb, C.P.M.	Printed Name:	Diogo Lousa
Title:	Procurement Director / Procurement Agent	Title:	Co-Founder
Date:	November 3, 2020	Date:	10/30/2020