

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

REQUEST FOR PROPOSALS NO. 21-HRD-RFP-479

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 30TH DAY OF MARCH 2021 FOR:

**COUNTY-WIDE TRAINING
GENERAL TRAINING, DIVERSITY/EQUITY TRAINING, COMPUTER TRAINING, VIRTUAL TRAINING,
WEBINARS, EXECUTIVE COACHING AND ORGANIZATIONAL DEVELOPMENT SERVICES**

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

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

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at **1:00 p.m., March 9, 2021** on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend. The link to join the virtual preproposal conference is provided below:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 347-973-6905,,196029757#](#) United States, New York City

Phone Conference ID: 196 029 757#

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

Arlington County, Virginia
Office of the Purchasing Agent
Vanessa Moorehead
Procurement Officer
vmoorehead@arlingtonva.us

TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS.....	4
II.	INFORMATION FOR OFFERORS	5
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. 21-HRD-RFP-479	9
IV.	SCOPE OF SERVICES.....	12
V.	PROPOSAL REQUIREMENTS.....	21
VI.	CONTRACT TERMS AND CONDITIONS	25
VII.	ATTACHMENTS AND FORMS	40
	PROPOSAL FORM	41
	ATTACHMENT A SERVICES OFFERED.....	45
	ATTACHMENT B COST PROPOSAL.....	46

I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

<u>RFP No. 21-HRD-RFP-479</u>	<u>TENTATIVE SCHEDULE</u>
RFP ISSUANCE	FEBRUARY 26, 2021
QUESTION DEADLINE	MARCH 10, 2021 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	MARCH 13, 2021
PROPOSALS DUE	MARCH 30, 2021, at 2:00 p.m.
CONTRACT AWARD	TBD

2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No.21-HRD-RFP-479**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY MARCH 10, 2021, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.

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

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

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

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. FINANCIAL STATEMENT

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

9. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

10. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

12. AUTHORITY TO TRANSACT BUSINESS

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

13. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

14. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

15. ARLINGTON COUNTY BUSINESS LICENSES

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

16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

17. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned or County-occupied property must be paid an hourly wage no less than the Living Wage published on the County’s website on the date of final execution of the Agreement. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

18. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms, and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Notification and Reporting

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

19. ELECTRONIC SIGNATURE

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 21-HRD-RFP-479

1. **BACKGROUND/PURPOSE OF SOLICITATION**

Arlington County is soliciting proposals from offerors having experience and qualifications in training, coaching and organizational development (OD) to provide general training, diversity training, executive coaching, and organizational development services to County employees for a term of up to five years. Services will be provided on an as-needed basis.

2. **INTRODUCTION TO ARLINGTON COUNTY**

Arlington is an urban county of about 26 square miles located directly across the Potomac River from Washington DC. Arlington's central location in the Washington DC metropolitan area, its ease of access by car and public transportation, and its highly skilled labor force have attracted an increasingly varied residential and commercial mix.

The County's Vision is that the County strives to be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community.

The County has consistently maintained high standards for improving the overall quality of its service delivery to a diverse customer base. These standards are sustained through the recruitment, development, and retention of a quality and representative workforce that is committed to:

- meeting the customer's expectations about the quality of services, programs, and operations; and,
- ensuring that the customer regards the County as professional, knowledgeable, respectful, ethical, and committed to providing high quality services.

Through contractors and internal staff, the County provides in-house, instructor-led, and virtual General Training, Online Training, Diversity/Equity Training, Executive Coaching, and OD services to maintain and develop the skills and abilities of all employees. The County believes that employee development is important to build key capabilities and to motivate staff to continue to provide high quality service to both internal and external customers.

The County embraces an approach of continuous learning and conducts a variety of learning modalities. Employees are expected to use development programs to:

- increase knowledge, skills, and abilities that will improve performance in their current jobs.
- enhance their overall career potential; and
- maximize organizational performance.

Composition Of The Workforce

Reflecting the citizens, we serve, County staff members are a highly diverse group. Approximately 3,500 trades, operations, technical, administrative, public safety, professional, and management personnel serve in a wide range of departments, including: Environmental Services, Human Services, Parks and Recreation, Police, Fire, Human Resources, Management and Finance, Community Planning, Housing

and Development, Economic Development, Libraries, Office of Emergency Management, and Technology Services. The County's constitutional offices, such as Clerk of the Circuit Court, Commissioner of the Revenue, Commonwealth's Attorney, Sheriff, and Treasurer, also participate in the training offered. Our employees also represent a very wide range of cultural backgrounds, generations, educational achievements, talents, and interests. Almost half of the workforce identifies as Black/African American, Hispanic/Latino, Asian/Pacific Islander or Native American.

Leadership Philosophy

The County's leadership philosophy is excerpted below. Development professionals who work for the County must display behavior and skills congruent with these concepts.

It is our fundamental belief that every employee, regardless of position or status, plays an integral leadership role in helping the County to achieve High Quality Service. Leaders need to understand themselves, their unique contribution, their purpose, and passion and how that applies to the work of the County. We believe:

- Leaders Act Ethically
- Leaders Value Diversity and Inclusiveness
- Leaders Motivate Others
- Leaders are Change Agents
- Leaders Promote Trust
- Leaders Inspire a Shared Vision
- Leaders Provide Expert Guidance
- Leaders Believe in Lifelong Learning

Arlington's Learning Culture

In an environment in which doing more with less continues to be the norm, there is an ever-present need to develop employees for their current jobs and to prepare them for future responsibilities by building bench strength from within the organization.

Developmental activities are critical to maintain high performance and quality standards and to support employees at all levels throughout the organization. The County's training and OD services provide the opportunity for employees to gain the knowledge and skills needed to reinforce Arlington as a learning organization.

Diversity, Inclusion & Equity Focus

At Arlington County, we believe diversity and inclusion enables us to recruit, retain, and leverage the full potential of employees at all levels. An inclusive workplace that values diversity and equity encompass the work environment, the way work is performed, and respect for people and ideas. We also believe that a focus on diversity, equity and inclusion enables our workforce to deliver world-class services to the community through enhanced understanding and appreciation of individual and group needs. Diversity includes not only the areas of race, religion, color, gender, national origin, disabilities, sexual orientation, and age, but also extends to personal history, work experiences, education, job function, job tenure, personality, geographic origin, ways of thinking, leadership ability, and skill level.

Civic Engagement Focus

In order to support staff and community members as they engage in constructive civic engagement, training for all levels of staff, representative groups, and sectors of the community is essential, as Arlington addresses the societal, racial, and economic challenges of the coming years. To meet these challenges, a continued focus on building a truly inclusive, diverse, mutually respectful process of engagement – one in which all voices have a chance to be heard – is important so we can continue to move forward and keep Arlington a great place to live, work and play.

Arlington Institute

Our corporate university, Arlington Institute, streamlines our current learning and development processes into a centralized, in-house resource that aligns learning with the vision and strategic direction of the organization in order to attract, develop and retain a high performing, diverse workforce. The Institute provides the foundation from which employees can update their skills as well as a means for professional development across the organization.

Arlington Institute's learning and development philosophy is based upon the belief that adults learn best by experience and actual practice, rather than through passive exposure to information. Therefore, training modules must be seen as related to the "real work" of an organization where the skills and insights are reinforced on the job and where participants develop action plans to apply the learning back on the job. Classes must be based on clear learning objectives and instructional materials that encourage the transfer of newly acquired skills to the job through exercises using real-life situations. In that regard, the Organizational Performance Division conducts surveys of employees who have participated in training, and their supervisors, to determine the extent of the applied learning back on the job.

Courses Delivered By County Staff

In addition to the activities covered in this RFP, the Arlington Institute offers a variety of activities designed and presented by in-house staff. These include topics such as New Employee Orientation, EEO/ADA, HR 101, Performance Management, Facilitation Skills, and Budgeting and Financial Management Skills, among others.

We also have a cadre of Myers-Briggs Type Indicator (MBTI) certified instructors, as well as certified OD practitioners and International Coaching Federation (ICF) accredited coaches who work throughout the organization. Training, Coaching and OD services may be developed and executed by in-house staff. External offerors may be required to coordinate activities with members of the Organizational Performance Division staff or departmental Training & OD staff.

IV. SCOPE OF SERVICES

INTRODUCTION

The County intends to award multiple contracts within each category listed below to obtain the services of a variety of training, coaching and organizational development (OD) consultants on an as-needed basis for a five-year period. The service categories are as follows:

- General Training
 - Leadership & Individual Development
 - Computer & Technology
- Diversity, Inclusion and Equity Training
- Virtual Learning Sessions
- Coaching
- Organization Development (OD) Services
- Diversity and Inclusion Consultant
- Multi-Rater Assessments
- E-Learning Custom Development

Offerors may submit a proposal for any or all of the above categories for which they are qualified. Offerors must clearly state in their proposals which categories they are offering to provide (see Attachment A).

Training services requested by the County during the course of the contract may include presentation and instruction of currently developed courses (those courses submitted by the Contractor as part of its proposal and approved by the County) to intact workgroups, several teams from one department or various teams and/or individuals from multiple departments in the County. Contractors may be requested to develop courses significantly different from their “off-the-shelf” version or develop customized courses. Contractors may also be requested to provide webinar-based (virtual) training, OD, Executive Coaching and Leadership and Development consulting services.

The General Training, Leadership and Individual Development, Cohort Development Programs, Diversity/Equity Training, Executive Coaching, and OD Services must seek to improve the stewardship and financial accountability of County’s programs through the following perspectives:

- Customer Focus (Arlington CARES)
- Workforce Focus (learning and development)
- Process Focus (effective and efficient programs, initiatives, and processes)
- Diversity/Equity and Inclusion Focus (general awareness, managing unconscious biases/microinequities, cross-cultural communications and group-specific – i.e. generations, veterans, disability, gender, race) and
- Multicultural sensitivity must be ensured in all communications, training designs, OD interventions and delivery

Annually, by each contract anniversary date, Contractors will submit new course offerings to the Project Officer, which the County may, upon approval of such new courses, add to its records for available courses offered by each contractor.

Number of Participants

Work authorized under this contract may range from one-on-one to whole organization interventions. In-person training sessions size may range from 10 to 30 participants. However, most sessions do not exceed 25 participants. If registration falls below 10, the County will decide whether to cancel or reschedule a session and will notify the contractor one week before the session is scheduled. Virtual learning session size may range from 10 to 25 participants. Virtual learning can be hosted on any platform supported by Arlington County Department of Technology Services.

Hours

Official County business hours are from 8:00 a.m. to 5:00 p.m., but to accommodate shift workers, some services will be required at alternative times at the same rate as services provided during regular hours. When alternative scheduling is necessary, the schedule will be determined by the needs of the workgroup at times negotiated with the contractor.

Substitutions

Any necessary staff changes must be reported to the County as soon as possible along with the substitute's biography and résumé. The County may elect to interview the substitute and retains the right to approve or reject any substitutions (refer to Section 12 of the Draft Agreement, headed Project Staff, for further details).

Facility, Materials, and Administrative Procedures

In all cases for onsite courses, the County will provide a site suitable to the work design. Basic equipment, such as an easel with flip charts, or LCD projector will also be provided by the County. The Contractor must identify site and equipment needs in order to ensure the proper set-up for the time scheduled. It is the Contractor's responsibility to provide course materials (paper and/or electronic) for each participant.

Participant Roster And Pre-Work

Prior to course delivery dates, the Contractor will be provided with a count of participants enrolled. The Contractor will supply the County with applicable course pre-work (e.g., assessments, writing samples).

Attendance And Evaluations

The Organizational Performance Division staff or other departmental staff will provide the Contractor with an updated participant roster. The Contractor will be responsible for confirming attendance. The Contractor must note who comes late, leaves early, or fails to show up for a class and provide the attendance roster to the Training Department.

The Organizational Performance Division staff will manage the participant evaluation process and will share results with Contractors as appropriate. Any Contractor who is evaluated as not meeting a satisfactory level of performance, will be notified.

Course Close Out

Once a training class or OD engagement has been completed, the Contractor must submit an invoice for services that includes:

- date of service
- course title
- instructor name
- fee
- purchase order number

Cancellation Policy

In the event of low enrollment, County staff may cancel scheduled training with the Contractor no later than one week in advance of course start date.

Incident Weather/Natural Disaster/Pandemic: In the event that Arlington County offices are open on time (even though telework and unscheduled leave may be an option), in-person training classes will be conducted as scheduled. In the event that Arlington County offices are on a delayed opening or are closed, in-person classes will be canceled and rescheduled for a later date.

TASKS AND DELIVERABLES

Following are the tasks and deliverables for each area. The County will identify special training, services, or course development requirements when scheduling courses.

GENERAL TRAINING

Design and Delivery of Courses

The content and flow of the courses must be designed and taught to create breakthroughs in the way that the participants think and behave. Courses also must be designed and taught to respect and reflect the cultural diversity of the workforce. Courses must include:

- A mix of instructional formats to sustain the participants' interest (e.g., case studies, lectures, group exercises, role plays, simulations, etc.).
- Ample opportunities for the participants to practice skills, receive feedback and coaching, and reflect on their learning.
- Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions.
- Consistency with County's environment, culture, and demonstrates multicultural sensitivity.
- Clear, well-designed participant manuals that are conducive to adult learning.
- Emphasis on the importance of continuous learning and guidance on how to do that (e.g., follow-on readings, finding a mentor, seeking feedback, etc.).

Diversity Training

Courses taught must educate individual contributors, managers, and leaders on diversity, self-awareness, unwritten rules, detecting cultural cues, and the influence of their cultural lens. Skills-based training must include how to assess when diversity is perceived as an opportunity or threat, leveraging diversity for

organizational benefit, effective communications, and planning, and delivering services for diverse communities.

Individual contributor training must include, but is not limited to, awareness training, team building, communication styles, and dimensions of diversity. Supervisor and mid-level manager training must include, but is not limited to, awareness, practical applications of managing a diverse workforce, and dimensions of diversity. Executive and senior manager training must include, but is not limited to, setting tone and vision, modeling inclusive behaviors, encouraging change, dealing with backlash, and dimensions of diversity. Courses must include:

- A mix of instructional formats to sustain the participants' interest (e.g., case studies, lectures, group exercises, role plays, simulations, etc.)
- Ample opportunities for the participants to practice skills, receive feedback and coaching, and reflect on their learning
- Techniques to draw on the participants' prior knowledge and experiences, challenge their assumptions, and link the concepts in the classroom to real work solutions.
- Consistent with County's, environment, culture and demonstrates multicultural sensitivity
- Clear, well-designed participant manuals that are conducive to adult learning
- Emphasis on the importance of continuous learning and guidance on how to do that (e.g., follow-on readings, finding a mentor, seeking feedback, etc.)

Computer Training

Courses are required for the current version of all Microsoft (MS) Office suite products, MS O365, MS Project, Power BI, and Adobe products. Courses must include:

- Clear, well-designed participant manuals that are conducive to adult learning
- Meaningful hands-on exercises and practical experience

Virtual Instruction

General classes, certificate/cohort training and computer training opportunities will be made available to Arlington County staff in in-person, virtual or a hybrid of both, at the County's discretion. Virtual courses must be interactive and include small group work, including incorporating "breakout rooms" as appropriate. Contractors must make electronic versions of training materials available to participants, including any presentation files, handouts, and workbooks.

Offerors that are able to present in a virtual format must identify the platform on which they would host the training.

Instructors

Contractors must provide qualified instructor(s) with appropriate and current certification(s), capable of delivering instruction for selected courses to the County audience. Instructors must:

- Create a safe learning environment where participants can ask questions, experiment with new behaviors, and make mistakes.
- Address concerns, issues and relevant ideas generated by participants in the classroom and adjust the agenda as necessary.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.

- Surface the thoughts that drive behavior and recognize and take advantage of coachable moments.
- Present models and techniques in a straightforward and clear manner so that they are easy to remember and utilize.
- Possess a good understanding of Arlington County's strategy, business environment, and culture.
- Reflect the diversity of the County workforce and design training and use tools that reflect the diversity of our workforce.

ORGANIZATIONAL DEVELOPMENT (OD) SERVICES

When OD Services are needed, a separate statement of work, including tasks and deliverables, will be developed by the County department requesting the services, the Contractor, and the Organizational Performance Division Staff. OD Services will:

- Be consistent with County's strategy, business environment and culture and demonstrate multicultural sensitivity.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
- Present recommendations in a straightforward and clear manner so that they are easy to understand and implement.

If training is determined to be a part of the intervention, those services may or may not be provided by the same Contractor that is providing the OD Services.

Diversity & Inclusion (D&I) Organizational Development (OD)

When D&I OD Services are needed, a separate statement of work, including tasks and deliverables, will be developed by the County department requesting the services, the Contractor, and the Organizational Performance Division Staff. Possible engagements could include addressing the following:

- Culture and shared values
- Leadership
- Crafting a strategy that is aligned with the specific needs of the organization
- Assessing the need for and guiding relevant changes or adaptations in the department's structure and systems
- Diagnosing and developing partnerships within the department based on the humanistic philosophy, respect, and inclusion to make diversity and inclusion successful

Executive Coaching

When Executive Coaching is needed, a separate statement of work will be developed by the County department requesting the services in conjunction with the Human Resources Department. Executive Coaching Services must:

- Be Consistent with County's strategy, environment and culture and demonstrate multicultural sensitivity.
- Handle a variety of participant behaviors and attitudes with respect and professionalism that maintains learning momentum and channels disruptive behavior productively.
- Possess a good understanding of Arlington County's strategy, business environment, and culture.

Coaching services will be sought to help County personnel improve their learning and performance in person and via virtual meeting and/or telephone. The results sought from coaching must be observable, measurable, and meaningful to both the individual and the organization. Specifically, coaching will help County personnel to:

- Make desired changes
- Examine patterns, behaviors, assumptions, and perspectives and make conscious choices
- Support the individual's somatic (felt, sensation based) experience, which increases the individual's awareness and understanding, leading to the adoption of new behaviors
- Achieve desired goals
- Clarify strengths, vision, and values

The Contractor must adhere to the Code of Ethics for Coaches as spelled out by the International Coach Federation at the following website: <http://www.coachfederation.org/ethics/>. All coaches must possess an International Coach Federation (ICF) certification.

Services could include, but are not limited, to:

- Executive Coaching – Work discretely with client for distinct periods of time on specific goals and objectives.
- Team Coaching – Work with a team for a distinct period of time to address specific goals and objectives.

Multi-rater

Multi-rater, or 360 reviews, gather feedback for individuals from multiple sources. Those sources include the employee, manager, co-workers, staff members, and sometimes customers. Multi-rater assessments must be able to be distributed to between 5-50 respondents per rater.

- Multi-rater assessment must be able to be customized.
- Multi-rater assessments must provide aggregated data to the individual or the group being evaluated.
- Finalized report must be provided to the Department of Human Resources.

E-learning Custom Development

When custom e-learning is needed, a separate statement of work will be developed by the County organization requesting the services. Custom online e-learning development services must be:

- Consistent with County's strategy, environment and culture and demonstrate multicultural sensitivity.
- Accessible via the County's Learning Management System with no additional downloads required.
- Capable of incorporating audio and video to present engaging courses.
- Presented in five to 20-minute sessions.

- Composed of clear, well-designed modules that are conducive to online adult learning.
- The online learning content must be Sharable Content Object Reference Model (SCORM)-certified and provide Closed Captions for those with hearing impairments and Storyboards with voice-overs for those with sight impairments.

Assignment of Services

The following selection criteria will apply to all work done in the County:

Category	Assignment of Services for Contractors awarded contracts	Typical Project Duration
Coaching	<ul style="list-style-type: none"> • Coach résumés will be maintained by the Organizational Performance Division. • The potential County client will review the résumés and select a minimum of 3 coaches for 30-minute sample sessions. • The County client will complete a short interview with potential coaches, and will select based on the following: <ul style="list-style-type: none"> ○ Coach’s experience or particular focus in coaching ○ Personal fit: someone I can work with? ○ References ○ Cost 	Varies
OD Engagements	<ul style="list-style-type: none"> • Contractors will be required to submit a proposal containing sufficient information for the County staff to evaluate based on the criteria listed below. • If necessary, the County will request interviews with vendors to explore the right fit with the scope of work. • The requesting County representative, and Organizational Performance Division staff as necessary, will then complete an evaluation based on: <ul style="list-style-type: none"> ○ Evidence of skill set ○ Fit ○ References ○ Previous evaluation (if applicable) ○ Cost 	Varies
General Training (in person or virtual): Leadership and Individual Development, Diversity, Inclusion and Equity, and/or Computer and Technology	<ul style="list-style-type: none"> • A log of Contractors and their instructor-led training offerings, as submitted in the original proposal in response to this RFP and as supplemented by the Contractor and approved by the County during the Contract Term, will be maintained by the Organizational Performance Division. • Proposed course materials will be reviewed by Organizational Performance Division staff, as submitted in the original proposal in response to the RFP and as supplemented by the Contractor and approved by the County during the Contract Term, to evaluate for best fit for courses being offered for a three-month period. • If necessary, a sample session will be requested by Organizational Performance Division staff. • The proposed course materials and the sample session, if applicable, will be evaluated by Organizational Performance Division staff to determine best fit with audience including: <ul style="list-style-type: none"> ○ Presenter’s style and ability ○ Evidence of skill set ○ References as submitted in response to this RFP ○ Previous evaluations (if applicable) ○ Cost 	Scheduled in 3-month intervals

Category	Assignment of Services for Contractors awarded contracts	Typical Project Duration
General Training (in person or virtual): Cohort Development Programs	<ul style="list-style-type: none"> • A log of Contractors and their offerings, as submitted in the original proposal submitted in response to this RFP and as supplemented by the Contractor and approved by the County during the Contract Term, will be maintained by the Organizational Performance Division. • Proposed course materials will be reviewed by Organizational Performance staff, as submitted in the original proposal in response to the RFP and as supplemented by the Contractor and approved by the County during the Contract Term, to evaluate for best fit for courses being offered each of our certification programs. • If necessary, a sample session will be requested by Organizational Performance Division staff. • The proposed course materials and the sample session, if applicable will be evaluated to determine best fit with audience including: <ul style="list-style-type: none"> ○ Presenter’s style and ability ○ Evidence of skill set ○ References as submitted in response to this RFP ○ Previous evaluations (if applicable) ○ Cost 	5 weeks -8 months
Online Course Development	<ul style="list-style-type: none"> • Previous course portfolio • Evidence of skill set • Project Plan – meets criteria set forth in SOW • Cost 	Varies

V. PROPOSAL REQUIREMENTS

1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

6. PROPOSALS EVALUATION CRITERIA AND POINTS

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

EVALUATION CRITERIA	POINTS
STATEMENT OF QUALIFICATIONS	50
SPECIFIC COURSE, COACHING, ORGANIZAIONAL DEVELOPMENT INTERVENTION INFORMATION, EQUITY, AND E-LEARNING DEVELOPMENT	45
COST	5
TOTAL MAXIMUM POINTS	100

7. PROPOSAL SUBMITTAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content. Use electronic dividers with numbered tabs for each of the proposal elements, in the order listed.

1. EXECUTED FORMS

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

2. MANDATORY REQUIREMENTS

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

- a. The Offeror may not take exceptions to any provisions of the Contract Terms and Conditions (“Contract”) that are attached to this solicitation. All selected Offerors will be required to sign the Contract as-is as a condition of award.
- b. Offerors submitting proposals for General Training and/or Diversity Training must provide evidence that they have qualified instructors with at least three (3) years of experience designing and delivering general training, leadership, and development training, and/or diversity training to either public sector or private clients.

- c. Offerors submitting proposals for Organizational Development Services must provide evidence that they have qualified OD consultants with at least three (3) years of experience in providing OD services to either public sector or private clients.
- d. All Offerors must respond affirmatively that all of their coach possess an International Coach Federation (ICF) accreditation at the Professional Certified Coach (PCC) or Master Certified Coach (MCC) level.
- e. Online training courses must have Closed Captions for those with hearing impairments and Storyboards to contain voice-overs for those with sight impairments.
- f. Provide a statement that the online training courses are SCORM certified.

3. STATEMENT OF QUALIFICATIONS (50 POINTS)

- a. Provide a general overview and brief history of your company, number of years in business, experience providing requested services to a local government of similar size and number of employees.
- b. Financial Stability. Include a copy of the company's three most recent annual reports, including the certified opinions of the company's independent auditors.
- c. Offeror background. A description of the Offeror's instructors' education, experience, and capability, and where appropriate, certifications and credentials in the field of adult learning executive coaching and OD, specifically as applied to the work environment, including local government experience. Also include whatever you may view as your company's unique qualifications. Fluency in a language other than English should be noted in the background information. This section may not exceed five pages.
- d. Personnel. Résumés of proposed instructors, coaches or OD practitioners who would be assigned to this contract, including subcontractors. Information must, at a minimum, include education, relevant experience, and list of certifications.
- e. References. List three clients for whom you delivered General Training, Leadership and Development Training, Diversity Training, Executive Coaching, and/or OD services. List the name of the organization, contact, size of the organization, email address, and phone number(s). Offerors need only provide three references, not three for each category of training. List the name of the organization, contact, size of the organization, email address, and phone number(s).

4. SPECIFIC COURSE, COACHING, ORGANIZATIONAL DEVELOPMENT INTERVENTION INFORMATION, EQUALITY, AND E-LEARNING DEVELOPMENT (45 POINTS)

- a. Provide the following information for each General Institute and Diversity, Inclusion & Equity course, not to exceed one page:

1. Course title
2. Course objectives
3. Course outline and
4. Lists of audio-visual and/or other training aids

- b. Organizational Development Scenario, not to exceed one page:
Offerors bidding on Organizational Development Services must describe an OD intervention situation with an executive summary, including:
1. Presenting the problem
 2. Methodology of the intervention
 3. Factors determining success and length of project life from beginning to end

- c. Coaching Scenario, not to exceed one page:
Offerors Coaching proposal must describe an executive coaching situation with an executive summary, including:
1. Presenting the situation
 2. Methodology of the interaction
 3. Factors determining success
 4. Length of the coaching session from beginning to end

- d. Offerors must also provide the following, or indicate “no formal certification”:
1. Name of certification program, and
 2. Type of certification (e.g., ICF, ACC, PCC, MCC)

- e. Webinar
Offerors bidding to provide distance learning must provide the following:
1. Distance Learning Platform used
 2. Types of student interactions involved
 3. Years of experience in providing distance learning webinars

- f. E-learning Development
Offerors bidding to provide e-learning development services must provide the following:
1. Development application used
 2. Years of experience designing and developing e-learning
 3. Five-minute example of e-learning course
 4. Sample project plan

b. COST PROPOSAL

Offerors must submit the completed Cost Proposal Form found in Attachment B.

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.

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

AGREEMENT NO. 21-HRD-RFP-479

THIS AGREEMENT is made, on _____, between _____ *Contractor's name, Contractor's address* _____ ("Contractor") a _____ *name of state* _____ *type of entity* authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is General Training, Leadership and Individual Development, Cohort Development Programs, Diversity Training, Executive Coaching, and Organizational Development Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, **2021** and must be completed no later than _____ **2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from _____, **2022** to _____, **2026** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____, **2022** ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in January of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

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

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual

quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

19. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

21. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

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

22. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

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

26. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made

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

27. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

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

29. * AUTHORITY TO TRANSACT BUSINESS

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

30. * RELATION TO COUNTY

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

31. ANTITRUST

The Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers

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

33. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. * DISPUTE RESOLUTION

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

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

, Project Officer

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will decide with a County-contracted service provider and pay the fees.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

52. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services, and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing, or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

54. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous E&O - \$1,000,000 per occurrence/claim
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

55. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: VANESSA MOOREHEAD

NAME: _____

TITLE: PROCUREMENT OFFICER

TITLE: _____

DATE: _____

DATE: _____

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 21-HRD-RFP-479

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
2:00 P.M., MARCH 30, 2021.

FOR PROVIDING GENERAL TRAINING; LEADERSHIP AND INDIVIDUAL DEVELOPMENT, COHORT
DEVELOPMENT PROGRAMS, DIVERSITY TRAINING, EXECUTIVE COACHING, AND ORGANIZATIONAL
DEVELOPMENT SERVICES PER THE SOLICITATION.

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

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL
ADDRESS:

THIS ENTITY IS INCORPORATED
IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

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

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

PROPOSAL FORM, PAGE 3 OF 4

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

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No.21-HRD-RFP-479 and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation.
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this ____ day of _____, 20__ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

ATTACHMENT A

SERVICES OFFERED

Instructions: Place an "X" next to the row of the service(s) for which you are submitting a proposal.

SERVICE	SUBMITTING PROPOSAL
GENERAL TRAINING	
LEADERSHIP & INDIVIDUAL DEVELOPMENT	
COMPUTER & TECHNOLOGY	
DIVERSITY, INCLUSION & EQUITY TRAINING	
VIRTUAL LEARNING SESSIONS	
COACHING	
ORGANIZATION DEVELOPMENT (OD) SERVICES	
DIVERSITY & INCLUSION ORGANIZATIONAL DEVELOPMENT	
MULTI-RATER ASSESSMENTS	
E-LEARNING CUSTOM DEVELOPMENT	

OFFEROR'S NAME: _____

ATTACHMENT B

COST PROPOSAL FORM

COURSE DELIVERY PRICING

GENERAL INSTITUTE & DIVERSITY AND INCLUSION IN PERSON TRAINING COURSE	
DAILY RATES	
HALF DAY RATES	
COMPUTER AND TECHNOLOGY APPLICATIONS IN PERSON COURSE	
DAILY RATES	
HALF DAY RATES	
90-MINUTE SESSIONS	
VIRTUAL LEARNING SESSIONS	
1-HOUR SESSION	
2-HOUR SESSION	
4-HOUR SESSION	

SERVICES DELIVERY PRICING TABLE

EXECUTIVE COACHING SERVICES	
HOURLY	
ORGANIZATION DEVELOPMENT SERVICES	
DAILY RATE	
HOURLY RATE	

DIVERSITY & INCLUSION ORGANIZATION DEVELOPMENT SERVICES	
DAILY RATE	
HOURLY RATE	
MULTI-RATER ASSESSMENT	
COST PER INDIVIDUAL ASSESSMENT/REPORT	
CUSTOMIZATION	
INSTRUCTOR-LED NEW COURSE DEVELOPMENT	
HOURLY RATE	

Online Course Development

Simple Asynchronous	Static HTML pages with text and graphics	
Average Asynchronous	Above plus - flash, animation, GIF's	
Complex Asynchronous	Above plus - audio, video, interactive simulations	

OFFEROR'S NAME: _____