



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

REQUEST FOR PROPOSALS NO. 24-DES-RFP-291

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 17 DAY OF NOVEMBER 2023

FOR: MASTER TRANSPORTATION PLANNING

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 BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at 11:00 a.m., October 19, 2023, on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the [following link](#) or join by dialing +1 347-973-6905 and enter Conference ID 742 309 698#. 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.

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

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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

RFP No. 24-DES-RFP-291 – TENTATIVE SCHEDULE

RFP ISSUANCE	SEPTEMBER 29, 2023
OPTIONAL PRE-PROPOSAL CONFERENCE (virtual)	OCTOBER 19, 2023 at 11:00 a.m.
QUESTION DEADLINE	OCTOBER 30, 2023 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	NOVEMBER 3, 2023
PROPOSALS DUE	NOVEMBER 17, 2023 at 3:00 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. 24-DES-RFP-291**. 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 OCTOBER 30, 2023, 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 ANY 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-subsiary).

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, enjoined, or suspended 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, enjoined or suspended 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. EQUIVALENT EXPERIENCE AND REFERENCES

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous

project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Offeror may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

12. 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.

13. 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.

The County reserves the right to waive this requirement at any time, for any reason.

14. 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. This requirement does not apply to contract provisions concerning liability, to which a successful Offeror may note exception at the beginning of contract negotiations.

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.

15. 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.

16. 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 [mailto: business@arlingtonva.us](mailto:business@arlingtonva.us).

17. 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.

18. RIDER CLAUSE

Offerors will have the option to extend any contract resulting from this solicitation as follows:

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. 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. 24-DES-RFP-291

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide transportation planning services to support Arlington County in carrying out specific work activities identified in the Scope of Services section.

The selected contractor will assist the County in developing a new Transportation Plan. The Plan will provide guidance on how to create a safe, equitable, reliable, and sustainable transportation network. This network is critical to Arlington's long-term growth and sustainability. A new Transportation Plan will help guide community investment in the coming decades to ensure that Arlington continues to be a place where people want to live, businesses choose to locate, and visitors come to enjoy.

BACKGROUND

Since the adoption of the County's Master Transportation Plan (MTP) Goals and Policies document in 2007 and completion of the MTP's sub-elements by 2011, intensifying mobility challenges require a rethinking of the County's transportation policy framework to guide decision-making. These challenges include increased competition for the public right-of-way, the emergence of new travel modes and technologies, and a growing demand for an equitable and safe multimodal network.

To realize Arlington's commitment to accessibility, climate resiliency, equity, and safety, a reframing of Arlington's guiding transportation document is needed. An updated vision and policy document that places equity at its core, ensures economic competitiveness, plans for new and emerging technologies, and reflects other County priorities (e.g., Community Energy Plan Implementation, Biophilic Cities Network, Vision Zero) will position staff and the County Board to make decisions and capital investments that support a safe, sustainable, and equitable multimodal transportation network.

A reimagined plan will provide guidance on how to allocate and balance trade-offs for use of Arlington's constrained right-of-way, clearly articulate Arlington's transportation priorities for the next 20 years and serve as the County's blueprint for programming future Capital Improvement Plans (CIP).

INTRODUCTION TO ARLINGTON COUNTY

Arlington County is an urban county of 26 square miles and approximately 230,000 residents located in northern Virginia, directly across the Potomac River from Washington, D.C. Its location in the center of the Washington metropolitan region, just minutes from Washington by Metrorail, has made the County a highly desirable business and residential location. The County has maintained high-quality residential neighborhoods while supporting well-managed growth. High-density commercial and residential development is focused around Metrorail stations in the Rosslyn-Ballston corridor and the Route 1 corridor, which includes both Pentagon City and Crystal City. The County operates on a July-to-July fiscal year.

Since 1932, the County government has been organized according to the County Manager Plan of Government. Arlington County was the first jurisdiction in the United States to adopt a manager form of government by popular vote. The five members of the County Board are elected at large for staggered, four-year terms. County employees number approximately 3,400.

Additional information is available at www.arlingtonva.us.

Introduction to Department of Environmental Services: Transportation

The Department of Environmental Services' mission is to make Arlington County a vibrant, accessible, and sustainable community through strategic transportation, environmental and capital investment projects, while providing excellent customer service, operations, and maintenance in a safe and healthy environment for all.

Arlington County's Transportation Division, under the County's Department of Environmental Services, oversees planning, construction, and maintenance of infrastructure for all modes of travel including pedestrians, bicycles, scooters, bus and rail transit, and personal vehicles. Arlington's transportation network includes 1,059 lane miles of road, a 78-bus fleet serving ART's 16-route service, 107 Capital Bikeshare stations, and miles of separated, multi-use trails that are used for both transportation and recreation. Arlington's Transportation Division also manages programs to help educate the community on sustainable transportation, Vision Zero, and has a commitment to equitable engagement for continuous improvement of the transportation network. The division has a capital budget of \$1.4 billion, 250 full-time and part-time employees, and is supported by contractors.

IV. SCOPE OF SERVICES

This Scope of Services outlines the major elements the County has identified for this effort. The County encourages innovative and thoughtful proposals that demonstrate an understanding of these tasks as well as other creative and forward-thinking ideas. The County seeks a range of deliverables with an emphasis on materials that can be easily understood and accessed by a wide range of audiences.

Task 1: Project Coordination

Task 1.1 Project Management

The contractor will identify a Project Manager (PM) as the key point of contact for the study. The PM and key contractor staff identified by the PM will participate in an in-person kick-off meeting at Arlington County immediately following the Notice to Proceed (NTP). At the kick-off meeting, contractor staff will provide a detailed draft project management plan and a draft schedule identifying deliverables and review periods. The process to develop the MTP is expected to take 18 months following the first round of public engagement.

Following the kick-off meeting, the contractor will finalize the project plan and timeline and return the final public engagement plan to the County within 10 business days. The contractor will also be responsible for establishing a system for file sharing that can be used by all members of the project team (i.e., contractor staff, County staff, and external stakeholders identified by the County).

The PM must maintain quality control and assurance on project delivery. If for any reason, the contractor has any concerns with project risk (timeline, budget, or resource constraints), the PM must notify the County Project Officer immediately. The PM will monitor and adjust the project schedule in coordination with the County and provide timely invoicing and reporting on project progress. On a quarterly basis, or as frequently as requested by the County, the PM will provide an updated schedule with upcoming milestones.

Task 1.2 Milestone Meetings

The contractor will coordinate five project milestone meetings following the project kick-off meeting. These meetings will be in person with the option of a virtual platform if needed.

Task 1.3 Bi-Weekly Project Meetings

The PM and the County Project Officer will participate in bi-weekly virtual meetings (estimated to be approximately an hour) to ensure that all tasks and deliverables are on schedule and that any project risks are being addressed. Additional communication (outside of the in-person meetings and bi-weekly virtual meetings) may take place via phone call or email as needed.

Task 1 Deliverables:

1. Attendance at a minimum of six in-person meetings at key project milestones – inclusive of the kick-off meeting
2. Draft Project Management Plan and Schedule
3. Final Project Management Plan and Schedule
4. Participation in bi-weekly project meetings
5. Meeting summary emails including key decisions and takeaways (for all meetings, whether in-person or phone)

6. Establish and maintain file sharing system
7. Communication of quality control and assurance issues as necessary

Task 2: Public Outreach Plan & Communications Management

Task 2.1 Public Engagement Plan

Public engagement is at the heart of Arlington County Government activities. The development of the Master Transportation Plan is an opportunity for members of the community to help shape Arlington's transportation network. The engagement process for the MTP should be equity driven, with the intention of hearing from voices often missed through traditional engagement.

The goals of the public engagement process are to:

1. Establish a plan to communicate early and often regarding development of the MTP,
2. Apply a consistent, predictable engagement process,
3. Use strategies to ensure the engagement process is inclusive and equitable, capturing a broad and diverse set of stakeholders and interests that reflects the [racial and economic diversity](#) of Arlington County, and
4. Streamline and simplify access to MTP information and materials.

With these goals in mind, the contractor team will develop a Public Engagement Plan in collaboration with Arlington County Communications and Engagement staff. The Department of Environmental Services (DES) has developed the "[6-Step Guide for Public Engagement](#)" for transportation projects that can be referenced, but is not the guide for this effort.

The Public Engagement Plan should define:

- a. Engagement phases, level of engagement expected, and desired outcomes,
- b. Public meeting points: in person, virtual, and pop-up opportunities,
- c. A communications plan, including key messaging milestones,
- d. A digital media (web and social) plan, and
- e. A marketing plan.

Once the first draft of the Public Engagement Plan is submitted, the County will have three weeks (15 business days) to review and provide comments. The final Public Engagement Plan must be submitted within two weeks (10 business days) of the receipt of the County's comments.

The contractor will design the Public Engagement Plan to cover the entire MTP development process, although modifications and adjustments to the plan may be necessary during the process. These modifications will be made in conjunction with County staff.

Task 2. 2 Community Engagement

The contractor must use a variety of public traditional and innovative involvement techniques to engage the community and gauge the public's transportation priorities. The contractor will schedule all community engagement events, with the County providing final approval of locations and support as appropriate. The contractor will develop physical materials appropriate for the specific type of engagement.

At the direction of the Project Officer, the contractor will translate materials for community engagement into the top six languages spoken in Arlington – Spanish, Amharic, Mandarin Chinese, Mongolian, Arabic

and American Sign Language – and braille. The Contractor will be responsible for providing interpretation services for speakers of these languages at engagement events in coordination with the County Project Officer and based on identified needs in the community.

In advance of each engagement the contractor will coordinate with County staff to determine what outreach materials are appropriate e.g., mailings, yard signs, flyers, etc. to ensure the appropriate pre-engagement event outreach.

Task 2.2.1 Advisory Committee Meetings

The contractor will attend meetings with the County- appointed Advisory Committee created to guide the MTP process. In addition, the contractor will educate the committee on best practices and guide the discussion on transportation policies, including leading a visioning component for the discussion. Meetings are anticipated to occur monthly for the duration of the study, with a minimum of 15 meetings. Pre-meetings or conference calls are expected with the County Project Officer to prepare for upcoming meetings.

For Advisory Committee meetings, the contractor must:

- Collaborate with the DES Communications and Engagement Team on messaging and communications.
- Provide all the materials, including maps, display boards, PowerPoint presentation, etc.
- Present to the Advisory Group.
- Have two staff attend each Advisory Committee Meeting.
- Organize responses to previous comments and questions.
- Provide meeting notes and a summary of feedback received at the Advisory Committee meeting.

Task 2.2.2 Listening Sessions

The contractor will participate in a minimum of 20 listening sessions and/or focus group meetings with community officials, community leaders, and/or other stakeholders (e.g., County staff, County leadership, relevant commissions, community members, business owners and/or others identified and invited by the County). These meetings should have both in-person and virtual options.

Listening Sessions will be held at the start of the process to understand transportation needs of varying community groups. To support Listening Sessions, the contractor must:

- Collaborate with the County on identifying groups with whom to hold Listening Sessions,
- Develop questions for Listening Sessions,
- Have one staff member attend each Listening Session,
- Take notes at each Listening Session, and
- Provide to the County a summary document of themes heard at Listening Sessions.

Task 2.2.3 Canvassing

The contractor will facilitate and lead the canvassing of public spaces and community events. The events are anticipated to occur at a minimum of six key locations at three key periods in the study, for a minimum of 18 canvassing events to be determined in coordination with the County Project Officer. This outreach may be conducted at existing community events or individualized community events related to the MTP – e.g., Food truck events.

To support canvassing the contractor must:

- Develop appropriate outreach materials for the events,
- Bring needed physical materials to the events,
- Have two staff members attend each event, and
- Provide to the County a summary of feedback heard at each event.

Task 2.2.4 Pop-up Events

The contractor will facilitate and lead targeted pop-up events to engage with the traveling public. The County anticipates a minimum of four key locations at three key periods in the study for a minimum of 12 pop-up events to be determined in coordination with the County Project Officer. These pop-up events will focus on transportation hubs/locations.

To support Pop-up events the contractor must:

- Develop appropriate outreach materials for the events,
- Bring needed physical materials to the events,
- Have two staff members attend each event, and
- Provide to the County a summary of feedback heard at each event.

Task 2.2.5 Public Meetings

The contractor will participate in and help prepare for evening community meetings and/or workshops to solicit broad-based community input. At a minimum, public meetings should be conducted at the outset of the plan, following determination of preliminary vision and goals of the plan, following preliminary recommendations of the plan, and prior to adoption of the final plan. A minimum of eight public meetings/workshops will be held throughout the process as determined in coordination with the County. These meetings should have both in-person and virtual options.

Public meetings should be held at points in the timeline where the public can provide effective and actionable feedback. For each public meeting, the contractor must:

- Collaborate with the DES Communications and Engagement Team on messaging and communications,
- Provide all the promotional materials, including maps, display boards, PowerPoint presentation, etc.,
- Provide ten 48" x 36" poster boards with graphics/text to communicate key elements (topics of boards to be determined by County and contractor staff at least six weeks in advance of the meeting); boards will be translated to Spanish but the translation will not be printed on poster board,
- Develop a feedback form that will be available at the meeting and online, translated in the top 6 languages spoken in the County, for participants to complete at the end of the meeting or online if they do not attend the meeting. The feedback form must be provided to the County in a Word document, which County staff will put into its online feedback platform for tracking purposes and promote through its various communication vehicles.
- Have at least four staff attend each public meeting, and
- Provide to the County a summary of feedback received at the public meeting and through the online feedback form.

Task 2.2.6 Commission and Committee Support

County Staff will brief County commissions and committees on the MTP at key phases of the process. The contractor will support County staff at a minimum of 15 meetings.

To support County staff at these meetings the contractor must:

- Develop appropriate outreach materials for the events,
- Bring needed physical materials to the events,
- Have one staff member attend each event, and
- Provide to the County a summary of feedback heard at each event.

Task 2.2.7 Transportation Preference Questionnaire

The contractor will provide to the County a proposed methodology and draft survey questionnaire to gauge transportation preferences online and at public meetings and workshops. The questionnaire should have both questions and an interactive mapping exercise. The County will review the questionnaire and provide comments to contractor or discuss during the regularly scheduled bi-weekly project meetings. The contractor will prepare the final questionnaire based on feedback from the County and will administer the questionnaire and all associated public engagement, including follow-up phone calls, cards, etc.

Task 2.3 Communications Management

Task 2.3.1 Design Scheme

The contractor will create a graphic design scheme based on Arlington's graphic design standard, which the County Project Officer will provide, to establish a visual identity for all public materials related to the MTP. This design scheme must include a color palette, major report templates with page styles, charts, styles, and unifying design features for cover art. The scheme must also include templates for PowerPoint presentations, flyers, and social media posts.

The scheme will be the basis for the public webpage for the MTP. The County will review the design scheme within five business days after submission. The contractor will revise as necessary until the County approves.

Task 2.3.2 Naming the Plan

The contractor will collaborate with County staff to develop a new name for the Master Transportation Plan. This name should be reflective of the MTP's multimodal nature and the Arlington community. The name of the plan should be finalized with community input and will be approved by County staff.

Task 2 Deliverables:

1. Draft Public Engagement Plan
2. Final Public Engagement Plan
3. Monthly communications content, including press releases on MTP progress in Arlington's top six languages (listed in Section 2.2)
4. Website content (e.g., landing page content, monthly updates based on progress, etc.)
5. Design Scheme for Study
6. Name of Plan
7. Public engagement materials
8. Summary of public engagement events

Task 3: Existing Conditions

Task 3.1 Data Collection & Conditions Establishment

The contractor will establish existing conditions for Arlington's transportation network. The existing conditions analysis will be conducted collaboratively with County staff, build on existing County-provided data, and be supplemented by new analysis as needed. Existing conditions analysis must include at a minimum:

- Inventorying the existing transportation network
- Travel by mode
- Travel patterns by mode
- Commute times by mode
- Commute mode share
- Overall mode share
- Overall travel times
- Transit ridership
- Travel time reliability by mode
- Bike Level of Traffic Stress
- Access to jobs mode
- Access to services
- Shared micromobility access and use
- Transportation cost by household
- Pedestrian friendliness / level of comfort index
- Crash frequency by severity and mode
- Car ownership
- Greenhouse gas emissions

The contractor must develop a way to graphically report on this data in a user-friendly manner.

Task 3.2 Base Map

The contractor will develop a GIS base map that will be used for the effort, including the layouts, packages, and any other items related to the creation of the map. The County will prepare a digital GIS base file in the MXD file format that will include all relevant County layers and those for adjacent jurisdictions. The digital base file and all referenced point/shape layer files will be digitally packaged and transferred to the contractor. The elements of the GIS Map may include:

- Municipal and County Boundaries
- Existing and Proposed Street Network
- Existing and Proposed Pedestrian Facilities
- Existing and Proposed Bicycle Facilities (Bike Lanes & Trails)
- Existing and Proposed Transit Facilities (Metrorail, bus stops, VRE, etc.).
- Existing and Proposed Transit Routes (Metrobus, ART, etc.).
- Existing and Proposed Micromobility Corrals
- Existing and Proposed Capital Bikeshare Stations
- General Land Use Plan
- Location of All the Existing and Proposed County and County Parks and Recreation Facilities
- Existing and Proposed Special Use Facilities
- Existing and Proposed Schools, Churches, and Non-Profit (Boys and Girls Club, YMCA, etc.)

- Railroad/Utility Corridors
- Historic/Cultural Resources
- Lakes, Streams, Rivers, Beaches, Wetlands and All other Natural Features
- Resource Protection Areas
- Conservation Lands, Environmentally Sensitive Areas
- Census Data
- Aerial Imagery of the County
- Other Relevant Data and Information

The contractor must review the base file to determine if it is adequate for planning purposes and advise the County Project Officer of any comments or revisions. The contractor must use the approved GIS base file to develop graphic base map(s). The contractor must deliver all data in GIS format as approved by the County.

Task 3.3. Review Precedent Policy & Related Documents

Task 3.3.1: Existing Policy Documents

The contractor will gather documents and conduct a literature review of all applicable County, State, or regional plans and documents to identify the existing policies relevant to the transportation network. These documents include at a minimum:

- The Current MTP
- Capital Trails Coalition Goals Resolution
- Biophilic City Resolution
- Equity Resolution
- Vision Zero Resolution
- Housing Arlington Resolution
- Climate Action Resolution
- The Essential Guide to Arlington County’s Comprehensive Plan
- General Land Use Plan (Map and Booklet)
- Community Energy Plan
- Public Spaces Master Plan
- Affordable Housing Master Plan
- Stormwater Master Plan
- Forestry and Natural Resources Plan
- Chesapeake Bay Preservation Plan
- FY2023-FY2032 Capital Improvement Plan
- Arlington County Profile 2023
- Residential Permit Parking Program Administrative Guidelines
- Vision Zero Five-Year Action Plan (2021) and coinciding Action Plan update (anticipated 2025)
- Shared Mobility Devices Regulations
- Parking Policy for Residential Site Plan Buildings
- Carshare Ordinance
- Commercial Parking Guidelines
- Transportation Decarbonization Plan
- Transit Strategic Plan
- Transportation Decarbonization Plan

- Commuter Assistance Program Strategic Plan
- National Capital Region Transportation Planning Board (TPB) Visualize 2045 (approved) and Visualize 2050 (update in progress)
- Northern Virginia Transportation Authority (NVTA) TransAction
- Commonwealth of Virginia VTrans (Statewide Transportation Plan)
- Washington Metropolitan Area Transit Authority (WMATA) Better Bus initiative and network redesign (in progress)
- NVTA Preliminary Deployment Plan for Bus Rapid Transit
- Northern Virginia Transportation Commission (NVTC) Regional Bus Analysis (in progress)
- NVTC Envision Route 7 Planning Studies (both completed and in progress)
- Virginia Strategic Highway Safety Plan
- Sector and Area Plans including - Clarendon Sector Plan Update, Pentagon City, Four Mile Run Valley Area Plan, Courthouse Sector Plan Addendum: Courthouse Square, Rosslyn, Columbia Pike Neighborhoods Area Plan, Plan Langston Boulevard and the Missing Middle Housing Study.

Task 3.3.2 Best Practice & Precedent Plans

The contractor will review and assess best practices and how they can be applied to the County. County staff has conducted research on precedent plans that staff will share with the contractor to synthesize.

Task 3.4 Transportation History

The contractor will prepare narrative and documentation of Arlington’s Transportation Network.

Task 3.4.1 Long Term History of Transportation

In coordination with County staff, using information from the Realizing Arlington’s Commitment to Equity (RACE) initiative, the contractor will research historical investments and policy decisions related to the development of Arlington’s transportation network. The contractor must create a timeline that helps narrate how Arlington’s existing transportation network evolved. This document must be developed in a graphical manner. It should focus on the equity impacts of historical decision making to better understand Arlington’s current transportation network.

Task 3.4.2 2007 MTP Summary

In coordination with County staff, the contractor will create a summary document of major investments and progress made in Arlington’s transportation system since the adoption of the existing MTP. This document should identify major transportation milestones, investments, challenges, and trends from the last two decades.

Task 3.5 Equity Analysis

From the data collected in Task 3.1, the contractor will conduct an equity analysis of Arlington’s Transportation system with a focus on race, income, age, and people with disabilities. The County will provide the geography for County-specific Equity Focus Areas – which will be defined by County Staff in advance of the MTP process. These focus areas should be compared to the County as a whole.

Task 3.6 Existing Conditions Report

The contractor will develop a graphically driven report summarizing existing transportation conditions in Arlington County. This report will reflect data and analysis done as part of Task 3.1 and 3.2.

Task 3.7 Street and Trails Mapping (Optional Task)

If authorized by the County, the contractor will, in coordination with County staff, identify existing streets, planned streets, paper streets (County-owned ROW) and existing and planned paved trails. The contractor also will identify paper streets that could be developed into transportation uses and other uses for properties no longer needed from a transportation perspective. The contractor will develop policies on how to transition paper streets to non-transportation uses.

Task 3 Deliverables:

1. Map Template
2. Existing Conditions Report + Equity Analysis
3. Best Practices Summary
4. Transportation History Timeline
5. 2007 MTP Summary

Task 4: Transportation Forecasting

Task 4.1 Baseline 2045 Analysis

Using the County Travel Demand Model, CUBE software, the contractor will forecast travel demand for 2045 based on forecasted growth and the projects currently programmed in the National Capital Region Transportation Planning Board's Constrained Long-Range Plan. This forecast will establish the 2045 Baseline. The contractor will calibrate and refine the model prior to reporting on 2045 Baseline. Once the model is refined the contractor shall report out on following:

- Projects assumed to be constructed by 2045
- Travel by mode
- Commute times by mode
- Commute mode share
- Overall travel times
- Transit ridership
- Travel time reliability by mode
- Bike Level of Traffic Stress
- Pedestrian friendliness / level of comfort index
- Access to jobs (by mode)
- Access to services (by mode)
- Transportation cost by household
- Crash frequency
- Car ownership
- Greenhouse gas emissions
- Vehicle Miles of Travel
- Average Trip Length by Mode

The contractor must identify corridors where planned transportation facilities will not meet travel demand. These corridors will be used in Tasks 4.2 and 6.1 to identify where modifications to the ROW and transportation investment might be needed to meet travel demand.

Task 4.2. Scenario Analysis

In consultation with County staff, the contractor will develop up to three scenarios reflecting different types of investment or modifications to the 2045 Baseline network. These scenarios may include

investment in transit, roadway pricing, increased development along transit corridors, and the impacts of technology on transportation (e.g., electric vehicles (EVs), autonomous vehicles (AVs), ridesharing, micromobility, roadway/demand pricing, etc.). These scenarios will be evaluated by making modifications to the County travel demand model.

Task 4.3 Land Use / Transportation Relationship / Areas for Potential Growth

Based on the analysis in Tasks 4.1 and 4.2 and in coordination with County Staff, the contractor will identify opportunity areas for growth. These areas could be based on the transportation network’s ability to absorb more transportation demand. Locations can also be identified based on areas where additional growth could help support the transit network or walkable neighborhood retail clusters or where land use changes may be needed to realize transportation improvements.

Task 4.4 Future Conditions Report

The contractor will develop a graphically driven report summarizing baseline future transportation conditions in Arlington County. This report will reflect data and analysis done as part of Tasks 4.1 and 4.2.

Task 4 Deliverables:

1. Future Conditions Report
2. Summary of Potential Growth Areas
3. Summary of Scenario Analysis

Task 5: Vision and Goals

Task 5.1 Vision and Goals Development

In coordination with County Staff, the contractor will develop a Vision and Goals report for the MTP. The Vision and Goals must include a matrix that explains the strategic alignment of the Vision and Goals with other County policies, plans, priorities and programs. The Vision and Goals will be based on information gathered from public engagement activities and grounded in best practices. The Vision and Goals must specifically integrate Arlington’s goals on equity, Vision Zero, biophilia, sustainability, and economic competitiveness and reflect on the importance of the public right-of-way to the transportation network and as a community asset.

Task 5.2 Presentations Support

It is anticipated that the Vision and Goals will undergo a round of public engagement identified in Task 3. Following this engagement, the contractor and County staff will refine the Vision and Goals. The contractor will support County staff in presentations of the Vision and Goals to the County’s Advisory Committee, Transportation Commission and Planning Commission and then to the County Board for adoption. The adopted Vision and Goals will guide the recommendations in the MTP.

Task 5 Deliverables:

1. Vision and Goals
2. Vision and Goals Report
3. Vision and Goals Presentation Support

Task 6 Modal Hierarchies, Priority Networks, and Planning Guidance

Task 6.1 Arterial Modal Hierarchy

Building on the work in Task 4 and Task 5.1, the contractor will identify modal priorities for major corridors in Arlington based on the countywide goal for travel mode split. The contractor will also work with staff to develop a modal priority hierarchy for the County and for major corridors based on context and overarching County goals. These modal priorities should also take into consideration neighboring planned land uses and crash histories.

These modal hierarchies must take a network approach, ensuring that trips work from a mode perspective and for the system as a whole. This modal emphasis can include, for example, pedestrian, transit, bicycle, freight vehicle and a 'green street' priority.

The contractor will develop narratives and descriptions of the type of projects and treatments that can be included in different modal emphases.

Task 6.2 Modal Network Development

Building on the modal emphases identified in Task 6.1, the contractor will develop modal network maps for each identified travel mode. For each of these modes, the contractor will conduct a network review to ensure that there are not gaps. If gaps in the network exist, the contractor must examine how connections can be made to complete the network.

Task 6.3 Roadway Classifications

The contractor will define roadway classifications for the network in Arlington. This work will build off the existing roadway classifications in the MTP Streets Element but can consider new and expanded classifications, modifications to existing classifications, and changes to the definitions of roadway type. Roadway classifications will be informed by the planned land uses along the corridor.

Task 6 Deliverables:

1. Modal Hierarchy Map
2. Modal Hierarchy Table
3. Modal Network Maps
4. Roadway Classification Map
5. Roadway Classification Table

Task 7 Transportation Guidance

Task 7.1 Neighborhood Streets

The majority of Arlington's roadway network is comprised of neighborhood streets. These streets serve a significant role in the community, not only from a transportation perspective but from a community perspective. The contractor will include in the MTP specific guidance on how to plan for, prioritize, and consider improvements to streets in neighborhoods. Guidance could consider parking, play streets, shared streets, bicycle boulevards, school walk zones and slow zones, tree integration, sidewalks, and appropriate speed management and traffic management applications. This work will build off the Neighborhood Streets Inventory , which classifies streets as yield, borderline, standard, and wide and will be provided to the contractor.

Task 7.2 Curb Hierarchy

Arlington's curbside faces unprecedented demand. This demand is acutely felt in Arlington's activity areas, where the transportation system, goods delivery, parking, transit stops, bike lanes, public space/parklets, emergency services and green street treatments all require use of the curb space. The contractor will prepare a hierarchy matrix that prioritizes uses based on context (e.g., land use, neighborhood, safety, and other factors) that will guide staff in determining tradeoffs and priorities among competing curb uses. This work will build off the information gathered through the [Performance Parking Pilot](#) and will recommend potential management approaches based on curb use.

Task 7.3 Transportation & Development

The contractor will include in the MTP a section on transportation and development. This section must include guidance on what types of improvements and investments to the transportation network are expected as part of development. It should also include recommended draft policies on transportation and development. The draft policies can cover topics such as shared streets, when it is appropriate to include new streets, where utilities should be placed in the ROW, how to integrate parking and loading into a site, parking ratios, pedestrian facilities, bicycle parking, transit facilities, tree placement, curbside management, ownership, easements, safety analysis, and other transportation related topics related to development.

Task 7 Deliverables:

1. Recommended Policies and Narrative regarding Neighborhood Streets
2. Curbside Hierarchy and related Recommended Policies and Narrative
3. Recommended Policies and Narrative regarding Development

Task 8: Policy and Metrics Development

Task 8.1 Policy Development

In collaboration with County staff the contractor will prepare draft policies that relate to the Vision and Goals developed for the transportation network in Task 5.1. The draft policies should address a variety of transportation topics such as freight/deliveries, arterial streets, neighborhood streets, emergency management, curbside management, responses to growth, private development, lifecycle project cost/maintenance, utility placement, integration into the regional transportation network, tour bus parking, public art, safe routes to school, demand pricing, parking ratios, and other topics that help achieve the Vision and Goals.

This task should also consider target goals for travel mode split in Arlington based on existing emission and sustainability goals set by the County Board.

Task 8.2 Tracking Matrix

The contractor will work closely with County staff to develop metrics to track the Goals and Policies developed in Tasks 5.1 and 8.1. The contractor also will aid County staff in developing a simple framework for monitoring and reporting the selected indicators. The purpose of these indicators is to measure actual versus expected progress to ensure progress towards the vision and goals.

These indicators will be drawn from County priorities, strategic plans, and best practices and must be specific, measurable, achievable, relevant, and time-bound (SMART metrics), ensuring that the MTP aligns with the County's goals. This list of indicators and monitoring framework must be presented in an easy-to-read format that can be viewed and updated electronically as staff monitors progress over time.

Task 8 Deliverables:

1. Draft MTP Policies
2. County Mode Split Goal
3. Matrix of MTP Performance Metrics
4. Policies and Metrics Report

Task 9: Priority Recommendations

Task 9.1 Gap Analysis

Based on the analysis in Task 4, the Vision and Goals developed in Task 5, and the networks identified in Task 6, the contractor will conduct a gap analysis on Arlington’s transportation network. The analysis will identify where the network falls short of the established goals. This gap analysis must consider all modal networks, be done with an equity-driven lens, and identify locations where additional investment in transportation services, facilities, and infrastructure is needed.

Task 9.2 Priority Recommendations

Based on the gap analysis in Task 9.1, the contractor will identify corridors that will need ROW modifications by 2045. Recommendations for these corridors will be based off the modal hierarchies and guidance developed in Task 6.1. This effort will focus on recommending corridors that require detailed study to identify the appropriate treatment. The contractor may recommend types of projects that could help with mobility demand and target horizon years but that is not the focus. The gap analysis can integrate work done in Task 6.2 to identify locations where smaller interventions, such as trail segment, pinch points, pedestrian connections, or other smaller treatments, are needed to achieve the goals of the Plan.

Task 9 Deliverables:

1. Priority Corridors for Future Study
2. Technical Memo detailing analysis

Task 10: Master Transportation Plan Development

Task 10.1 MTP Document

In consultation with County staff, the contractor will draft a new MTP that integrates the Vision and Goals identified in Task 5; Policies and Metrics identified in Task 8; Modal Hierarchy and Roadway Classifications in Task 6; guidance developed in Task 7; and analysis done in Task 9. The new MTP must incorporate the appropriate narrative and graphics necessary to effectively and clearly communicate the vision for Arlington’s transportation network.

Task 10.1.1 Static MTP

The contractor will develop a stand-alone report that can be published as a PDF and/or printed. This report will serve as the Transportation Element of Arlington’s Comprehensive Plan.

Task 10.1.2 Web-based Dynamic MTP

The contractor will develop a web-based, user-friendly dynamic and interactive version of the MTP. This version could be hosted in Story Map or a similar platform.

This Final MTP will be presented by staff to the County Board for approval. It is anticipated that the Final MTP will undergo two rounds of staff review. For the first round of review, staff will have 20 business days to provide comments. The contractor will have 15 business days to integrate the responses. For the second review, staff will have 15 business days to provide comments. The contractor will have 10 business days to integrate responses.

The contractor must deliver all materials in final PDF forms and native formats so that staff can make any future modifications as needed.

Task 10.2 MTP Map

In coordination with County GIS staff, the contractor will develop a new MTP map for the plan.

Task 10.2.1 Static PDF Map

In coordination with Arlington County GIS staff, the contractor will develop a version of the MTP map that can be printed and viewed in static form. This map may include a series of maps but must have one main map that communicates the majority of recommendations.

Task 10.2.2 Interactive Map

In coordination with County GIS staff, the contractor will develop an online, interactive version of the MTP map. This map must allow residents to toggle layers on and off, include associated information on recommendations, and be user-friendly and easily navigable.

The contractor must deliver all materials in native formats so that staff can make any future modifications as needed.

Task 10.3 MTP Approval Support

The contractor will support County Staff in the development of a Board Report and presentations to the Transportation Commission, Planning Commission, and County Board. The outcome of this Task will be a County Board adopted MTP.

Task 10 Deliverables:

1. Master Transportation Plan Document
2. Web Based MTP
3. MTP Static Map
4. MTP Interactive Web Based Map

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 WEIGHTS

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

Criteria	Points
PROJECT KNOWLEDGE AND UNDERSTANDING	30
TEAM EXPERIENCE, PERSONNEL QUALIFICATIONS	
Key Personnel	20
Project Team	10
EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE OF PRIME CONTRACTOR/FIRM	20
OFFEROR’S ORGANIZATION AND MANAGEMENT PLAN	20
TOTAL	100

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

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 requirement is 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.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. This requirement does not apply to contract provisions concerning liability, to which a successful Offeror may note exceptions at the beginning of contract negotiations.

Compliance with this mandatory requirement will be verified against the Offeror’s exceptions, if any, to the County’s draft Terms and Conditions.

3. PROJECT KNOWLEDGE AND UNDERSTANDING (30 points)

Demonstrate an understanding of the Scope of Work and the critical issues and level of effort necessary for successful completion of the work. The Offeror's response will be evaluated for clear understanding of specific tasks, the technical approach to tasks, and the preliminary schedule required to complete the Scope of Work.

4. TEAM EXPERIENCE, PERSONNEL QUALIFICATIONS (30 points)

Identify Key Personnel and Key Sub-contractors who will be assigned tasks in the Scope of Work. The personnel must have demonstrated experience and qualifications to perform the work and have the availability to provide services during the term of the Contract. Past contract performance of the firm and team; quality control/quality assurance of the work; and client satisfaction will be considered, as well as contract performance of proposed Key Personnel and Key Sub-contractors.

a. Key Personnel (20 points)

Provide a resume with detailed information on the experience, qualifications, degrees, and certifications of Key Personnel who are expected to make the most significant contribution to the Contract. Each resume must include a minimum of three and a maximum of five relevant projects within the past seven years. The projects must show the applicable skills and experience for the work.

For each project, list the following:

- i. Project name and location.
- ii. Owner's representative name, address, title, e-mail, and telephone number.
- iii. Project description.
- iv. Project cost and duration.
- v. Individual roles and responsibilities for the project.

Key Personnel include:

- Project Manager
- Deputy Project Manager
- Public Outreach Specialist
- Senior Transportation Planners (3)
- Forecast Modeler
- Graphic Designer
- GIS Analyst

List current and pending project obligations for each of these individuals and level of commitment time to these projects. Include the office location of Key Personnel.

b. Project Team (10 points)

Describe the experience of the entire proposed project team that most closely matches the required technical disciplines described in the Scope of Work. Include experience of the prime Offeror and all other members of the team, such, sub-contractors, and any other anticipated resources.

- i. Demonstrate the applicability of the project team’s experience on comparable projects and how the team can provide the necessary experience, expertise and qualified personnel..
Provide the following:
 - 1) Type of expertise necessary for the anticipated project.
 - 2) How long each firm has provided stated expertise.
- ii. Provide an organization chart of the roles each firm will provide, including Key Personnel and their firm association, and responsibilities.
- iii. Include the name experience (including years of related work), education, training, certificates, professional licenses, certifications, and other applicable data for each project team personnel to demonstrate competence and experience in work of comparable size and complexity.
- iv. .

5. EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE OF PRIME CONTRACTOR/FIRM (20 points)

Describe the Offeror’s:

- a. Prior work experience and qualification in providing work of similar size, scope and complexity to that described in the Scope of Work.
- b. Qualification, experience and capacity to effectively manage a study of this magnitude and complexity with a robust public outreach process.
- c. Plan for controlling program overhead costs.

Provide a list of a minimum of three and a maximum of five relevant similar studies that the Offeror has underway or has completed within the past seven years. The examples must show the applicable skills and experience described in the Scope of Work.

For each example, list the following:

- i. Project name and location.
- ii. Owner representative name, title, address, e-mail, telephone number.
- iii. Project description.
- iv. Project costs.
- v. Individual staff roles and responsibilities for the project.

The contact person listed must be someone who has direct knowledge of the Offeror’s performance during the time of the project. Contact persons must be knowledgeable about the projects and advised they are being used as a reference and may be contacted by the County. More than one contact can be listed; however, do not list firm principals or officers who may not be familiar with the projects or do not have the ability to respond to project questions. Failure to provide references who are able to respond will negatively impact the evaluation of the Offeror’s proposal.

6. OFFEROR’S ORGANIZATION AND MANAGEMENT PLAN (20 points)

Describe the proposed organization of the Offeror or team, identifying the role and responsibility of individual firm(s), specific positions within the firm or team organization and a management plan for effectively managing the firm/team resources to efficiently support the

County. Describe the Offeror's ability to quickly respond to contract needs, schedule requirements based on availability and other commitments. .

The management plan must describe, at a minimum, the following:

- a. Overall management philosophy.
- b. Any innovative program management techniques.
- c. Reporting hierarchy of staff and subcontractors.
- d. Roles of the Project Manager and other personnel who will be assigned to the contract.
- e. How the Project Manager will interface with the County.
- f. Procedures or programs for managing schedules and costs to ensure milestones are completed on time and within budget.
- g. The location(s) of the Offeror's main, local and branch offices,
- h. The firm's ability to respond on short notice and within tight timelines.

7. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

8. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A to provide pricing proposals.

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. 24-DES-RFP-291

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 ("County"). 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
- Exhibit C – Contractor Performance Evaluation Form

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 transportation planning 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 _____, 20____ and must be completed no later than _____20 ____ ("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 bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 20____ to _____, 20____ (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 _____ ("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 months of statistics available at the time of the Contract's renewal.

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 not renew the Contract, whether or not the County has previously elected to renew 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. 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. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number (“FEIN”) or Social Security Number (“SSN”), whichever is applicable, before the County can process payment to the Contractor under the Contract.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration’s (“GSA”) per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA’s daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA’s mileage rates current at the time of travel. The Contractor’s request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

10. * 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.

11. 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.

12. * 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.

13. 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).

14. * 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.

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, sexual orientation, gender identity, national origin, age, 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, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

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 retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

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

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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, or e-mail business@arlingtonva.us.

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 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. 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 \$500,000/500,000/500,000. 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. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed 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.

54. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

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: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT C

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation _____ Final Evaluation _____

Scope of Work/Services Provided:

Contract Start Date: ____/____/____ Contract End Date: ____/____/____ Actual Completion Date: ____/____/____

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s Signature: _____ Date: _____

Evaluator’s (PjO) Printed Name _____ Evaluator’s Title: _____

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title: _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.

Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 24-DES-RFP-291

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
3:00 P.M., NOVEMBER 17, 2023.

FOR PROVIDING MASTER TRANSPORTATION PLANNING 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, ENJOINED, OR SUSPENDED 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 4-112 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 specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

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. 24-DES-RFP-291, 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: _____