

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

REQUEST FOR PROPOSAL NO. 20-239-7-8

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY FOR:

The preparation of National Environmental Policy Act (NEPA) documentation, identification of a preferred alternative and advancement of the preferred alternative through Conceptual Design for a context-sensitive pedestrian, bicycle, micro-mobility connection between Crystal City and Ronald Reagan Washington National Airport (DCA).

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

Proposals will not be publicly opened.

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

PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference will be held on July 14, 2020 at 10:00 A.M., Eastern Daylight Savings Time via Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. Step by step instructions on how to attend the meeting will be provided in an attachment after the RFP is issued.

ATTENDANCE IS OPTIONAL. Minutes of the Pre-Proposal Conference will be recorded by the County and will 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. QUESTIONS AND ADDENDA

All communications relating to this solicitation must be submitted via Vendor Registry.

Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

RFP No. 20-239-7-8 – TENTATIVE SCHEDULE

RFP ISSUANCE	June 30, 2020
QUESTIONS DEADLINE	<u>July 20, 2020 at 3:00 P.M., EASTERN DAYLIGHT SAVINGS TIME</u>
ADDENDUM A ISSUANCE (if applicable)	_____, 2020
PROPOSALS DUE	<u>August 3, 2020 at 2:00 P.M., EASTERN DAYLIGHT SAVINGS TIME</u>
CONTRACT AWARD	TBD
CONTRACT COMMENCEMENT	TBD

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY JULY 20, 2020, AT 3:00 P.M. EASTERN DAYLIGHT SAVINGS TIME TO BE CONSIDERED FOR ADDENDUM A.

ONLY ANSWERS TO THE QUESTIONS RAISED BY THE DEADLINE WILL BE ADDRESSED IN ADDENDUM A. THE COUNTY RESERVES THE RIGHT TO ADDRESS OR MAKE ANY CHANGES IT DEEMS NECESSARY TO PROVIDE CLARIFICATION BEYOND THOSE ISSUES RAISED AS QUESTIONS BY THE OFFERORS.

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.

2. 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.

3. 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 sub-consultant 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 sub-consultant may be included as a sub-consultant on Two (2) 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.

4. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for professional 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.

5. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will send a Notice of Decision to Award to all Offerors using the e-mail addresses provided on the Proposal Form.

6. 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"). In order to be exempt, 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.

7. 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-subsidary).

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.

8. DEBARMENT STATUS

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

9. 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.

10. 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.

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUB-CONSULTANTS

The key personnel and sub-consultants 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 sub-consultants be added, after qualification of the Offeror’s proposal unless the Offeror submits an email to the County project manager for approval explaining why the additions and/or changes are needed.

12. REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A person, corporation, partnership or other entity engaging in the practice of architecture, professional engineering, land surveying, certified landscape architecture or any combination thereof shall not offer to provide or provide such services to the County unless (1) it is registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (“Board”) in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations) or (2) it is exempt from registration because of its status as a sole proprietorship, as defined in the statute.

By submitting a signed proposal, an Offeror certifies that it has the required registration or is exempt from the requirement. The County may also require an Offeror to provide proof of registration or exemption. For further information on the registration requirement, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

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.

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 non-negotiable. If an Offeror objects to a mandatory term and does not provide the mandatory term(s) they object to, the County will consider the proposal non-responsive.

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

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

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 business@arlingtonva.us.

17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONSULTANT

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 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 Consultant will be the exclusive provider of the goods or services covered by the resulting contract.

III. SCOPE OF SERVICES

1. OVERVIEW

Arlington County is seeking professional services to conduct environmental review and produce Conceptual Design for a context-sensitive multimodal connection between Crystal City and Ronald Reagan Washington National Airport (DCA) designed to meet the needs of a broad range of pedestrians, bicyclists, and micro-mobility users of all ages and abilities (the “Project”).

The Scope of Services will include preparation of the necessary level of National Environmental Policy Act (NEPA) documentation, which is an Environmental Impact Statement (EIS) subject to One Federal Decision (OFD), with appropriate federal and state agency review, public outreach and engagement, identification of a range of alternatives, perform an adequate level of design to facilitate alternative review during NEPA, identification of a preferred alternative, and advancement of the preferred alternative through additional design appropriate to obtain NEPA approval and associated federal authorizations.

The Consultant must have familiarity and experience with all applicable environmental and historic preservation laws pertaining to federally-funded projects including but not limited to the following:

- Section 4(f) of the Department of Transportation Act,
- Section 6(f) of the Land and Water Conservation Fund Act,
- Section 106 of the National Historic Preservation Act, Clean Water Act, Clean Air Act, Executive Order 13807;
- NEPA/404 Merger Process, and
- Section 7 of the Endangered Species Act.

2. GENERAL REQUIREMENTS

The Project shall enhance local and regional connectivity by optimizing multimodal access and considering connectivity in/amongst to, but not limited to the following:

- The proposed Virginia Railway Express (VRE) rail station new island platform (see Attachment - D);
- Metrorail and Crystal City-Potomac Yard Transitway;
- Local buses and shuttles;
- Taxi stands or kiss-and-ride areas, and
- Bicycle and pedestrian facilities, including the Mt. Vernon Trail

The Consultant shall perform the following tasks:

- The Consultant shall prepare EIS documentation pursuant to NEPA that explores non-motorized connection options accounting for urban planning context, impacts to the National Park Service (NPS) property, access to the proposed VRE station and existing Mt. Vernon Trail, and stakeholder and public interests.
- The Consultant will identify and perform an Alternatives Analysis on a range of alternatives, prepare an adequate level of design to effectively be able to evaluate the range of alternatives (including a preferred alternative); develop conceptual design for at least three build alternatives to be carried through the NEPA process, and identify potential environmental impacts and possible mitigations for each build alternative.

- Options may include, but are not limited to, a bridge, tunnel, a combination thereof, or enhancements to existing routes or other non-structural improvements.
- The Consultant shall evaluate future pedestrian use and related vehicular trip reduction for the Project, taking into account, but not limited to:
 - Planned changes to DCA including new vehicular traffic patterns and restrictions, relocated check-in-gates, and revised security policies;
 - Expanded commuter-shed at Crystal City Metrorail Station due to re-development of Crystal City and enhanced transportation options connecting other parts of Arlington County and beyond;
 - Anticipated changes in types of employers and employee demographics in Crystal City and other parts of Arlington County.
- The Consultant shall support public outreach in accordance with state and federal regulations to identify and incorporate appropriate stakeholder and public feedback, comply with NEPA, build a strong and lasting relationship with the community, and maximize the potential for the Project to be viewed as a community asset that supports convenient access and economic development.

3. PROJECT MANAGEMENT

The Consultant shall perform the following tasks:

- Prepare and adhere to a Project Management Plan (PMP) identifying the Consultant’s approach to managing the project and fulfilling the Contract requirements. The PMP shall be a “living document” updated and resubmitted to Arlington County as needed in response to comments from the County and as the project progresses and elements of the Consultant’s approach change. The PMP is expected to include the following:
 - Summary of the approach to completing the Project;
 - Project schedule by task;
 - Project budget by task;
 - Proposed project organization and responsibilities including identification of key staff and their roles;
 - Document control procedure and recordkeeping system to be used for the Project; including how the administrative record will be maintained; and
 - Quality control and quality assurance measures to be implemented during the Project.
- Attend a Project kick-off meeting to review the project approach, scope of work, schedule, deliverables and milestones. It is anticipated that this meeting will be held virtually via Microsoft Teams.
- Expand on and refine the Draft Coordination Plan for Agency and Public Involvement provided in Attachment – E that details public and agency participation in the environmental review process. The Coordination Plan should identify specific coordination points, such as:
 - Pre-Notice of Intent (NOI) activities;
 - NOI publication and scoping activities;
 - Development of purpose and need;
 - Identification of the range of alternatives;

- Milestones for when public involvement and interagency consultation activities will occur;
 - Description of ways to provide the opportunities for input from the public and other agencies, in accordance with applicable laws, regulations and policies; and
 - Schedule for completion of the environmental review process.
- Conduct a site visit in order to become familiar with the study area and review the Scope of Services for the Project. Up to Three (3) consultant staff will attend a ½ day site visit.
 - Attend non-NEPA entity stakeholder coordination meetings (i.e. with Crystal City BID, VRE, adjacent commercial and residential property owners, etc.) as requested by Arlington County, to be conducted up to Two (2) times per month for the duration of the Project. The Consultant shall develop a draft and final agenda for each meeting. It is assumed that One (1) meeting each month is held in person in Arlington County, and One (1) meeting each month is held by conference call. The in-person meetings will be held via Microsoft Teams until restrictions caused by the COVID-19 virus are lifted.
 - Support the development of materials for and attend VDOT's monthly NEPA Programs Agency Coordination Meeting with Arlington County, VDOT, and other agencies or stakeholders as needed, in order to provide study updates, obtain agency concurrence per the NEPA/404 merged process and seek agency input on NEPA documentation to inform a NEPA decision and any other federal authorizations.

Up to Thirty-Six (36) meetings are assumed. Eighteen (18) of which are in-person and Eighteen (18) of which are by conference call. All meetings are assumed to be up to Two (2) hours in duration. The in-person meetings will be held via Microsoft Teams until restrictions caused by the COVID-19 virus are lifted.

- Attend weekly conference calls between the Consultant Project Manager and Arlington County and VDOT representatives to discuss progress and provide updates for the duration of the project.
- Prepare meeting minutes of all meetings pertinent to this project for submission to the VDOT and County Project Managers.

4. PRE-NEPA DOCUMENTATION AND DATA COLLECTION

Prior to the issuance of the NOI, the Consultant shall perform the following tasks:

- In accordance with the One Federal Decision (OFD) Memorandum of Understanding, per Executive Order 13807 *Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure Projects*, the Consultant, in coordination with VDOT, FHWA, and the cooperating and participating agencies, and prior to the publication of the NOI, must include the following:
 - Identify Cooperating and Participating Agencies for the Project;
 - Develop a draft Purpose and Need for preliminary concurrence;
 - Refine the Coordination Plan included as Attachment - E that includes a permitting timetable;
 - Identify community stakeholders affected and develop a Public Involvement Plan;

- Identify a preliminary Range of Alternatives;
- Determine the extent of the analysis needed for each resource in order to obtain preliminary concurrence;
- Initiate data collection including base mapping and preliminary resource mapping;
- Initiate applicable resource surveys/studies;
- Identify potentially significant environmental issues;
- Identify potential mitigation strategies; and
- Initiate permit activities as soon as possible, such as pre-application processes.

Information developed as part of the above activities should be documented and submitted to VDOT and Arlington County throughout the pre-NOI stage to sufficiently support the development of the NEPA document and technical reports or memoranda.

5. ALTERNATIVES ANALYSIS

The Consultant shall perform the following tasks:

- The Consultant shall review local, County, and regional plans and data to identify future growth patterns as they may impact the demand for the Project, as well as compile design criteria that incorporate guidelines, standards, specifications, and requirements from applicable sources and stakeholders, which may include but are not limited to the following:
 - Arlington County,
 - Virginia Department of Transportation (VDOT),
 - Federal Highway Administration (FHWA),
 - Virginia Railway Express (VRE),
 - CSX Transportation (CSXT),
 - National Park Service (NPS),
 - Metropolitan Washington Airports Authority (MWAA),
 - Federal Railroad Administration (FRA),
 - Federal Transit Administration (FTA), and
 - Federal Aviation Administration (FAA).

- The planning assumptions and data, as well as the design criteria, will be documented in a Technical Memorandum that will serve as the basis for the Alternatives Analysis. Previously planned projects and studies expected to be reviewed include, but are not limited to:
 - Crystal City Sector Plan
 - NPS National Capital Regional Paved Trail Study
 - Atlantic Gateway
 - Southeast High-Speed Rail Project
 - Long Bridge Project
 - Project Journey
 - Crystal City Metrorail Station Second Entrance and associated private development
 - VRE Crystal City Station Improvements
 - [Virginia State Railway Plan](#)

- Attend One (1) meeting with Arlington County staff to review current forecasts, planning assumptions, and discuss future scenarios for growth and change in Crystal City.

- Develop an alternatives analysis process integrated into the NEPA process, in coordination with the County, VDOT, FHWA, and the cooperating and participating agencies as set for by the Project's Coordination Plan for Agency and Public Involvement.
- Develop a reasonable range of alternatives, including a no-build alternative, and illustrative planning-level design for alternatives that may provide adequate connectivity, for multiple options, in coordination with the County, VDOT, FHWA, and the cooperating and participating agencies, for the Project and evaluate the feasibility and effectiveness of the options.
- Develop a screening process and criteria by which to determine whether conceptual options meet the purpose and need. Once a range of alternatives is developed and concurred upon, further screening criteria may include: right-of-way impacts, commercial building impacts, NPS impacts, CSXT impacts, cultural resource impacts, traffic impacts, and feasibility.
- It is not anticipated that detailed cost estimates will need to be developed during this Phase. The Consultant should develop planning level NEPA cost estimates for the alternatives under consideration. Cost should be considered at a rough Order-of-Magnitude (OM) level in the screening to determine whether cost renders an alternative unreasonable.
- Identify which permitting and other approval requirements for the Project would be needed with the County, VDOT, FHWA, CSXT, VRE, NPS, MWAA, etc.
- Document the Alternatives Analysis process and findings in draft and final report format. The outcome of the analysis shall be the identification of at least Three (3) build alternatives retained for detailed analysis during the conceptual design and NEPA phases.

6. CONCEPTUAL DESIGN FOR RANGE OF ALTERNATIVES

The Consultant shall perform the following tasks:

- Based on the outcome of the Alternatives Analysis, develop the conceptual design, necessary to support NEPA and associated federal authorizations, for at least Three (3) build alternatives to be carried forward through the NEPA process in order to address project components. This will be completed in close coordination with the County, VDOT, FHWA, and the cooperating and participating agencies, whom include but are not limited to Eastern Federal Lands (EFL) and NPS.
- Prepare color renderings, as well as plans, cross-sections, and details as necessary of the build alternatives. These illustrations will also support stakeholders, County Board members, and public meetings.
- Prepare a detailed unit cost estimate presented in the FTA's Standard Cost Category (SCC) format for each of the alternatives retained for detailed study to include but not be limited to preliminary and final design, utility relocations, right-of-way acquisition, environmental mitigation, construction costs, and construction administration & management.
- Prepare a tentative implementation schedule for the Project including a high-level timeline to complete preliminary and final design, permits, right-of-way (if needed), utility relocations (if needed), and construction duration.

- Prepare a Technical Memorandum that identifies potential federal, state, regional, and local funding sources for the Project.

7. NEPA DOCUMENTATION

The Consultant shall perform the following activities in accordance with the [NEPA/Section 404 Merged Process](#):

- Based on the information gathered while performing the [Pre-NOI activities for OFD projects](#), provide FHWA (through VDOT) the necessary information in order to issue the NOI for the project;
- Conduct agency scoping to determine the range of issues that need to be addressed within the NEPA document;
- Prepare a Draft EIS in accordance with FHWA’s issued regulations Environmental Impact and Related Procedures (23 CFR §771), the [OFD Memorandum of Understanding](#), and the [OFD Working Agreement](#). The Consultant should be prepared to conduct studies and research based on data or on-site analysis, as needed.
- The technical studies that may be required include but are not limited to:
 - [Traffic studies](#);
 - Pedestrian and bicycle studies;
 - Section 4(f) and 6(f) analyses,
 - Historic Properties/Section 106;
 - Noise/Vibration Analyses;
 - Air Quality;
 - [Socioeconomic](#);
 - [Environmental Justice](#);
 - [Natural Resources](#);
 - Floodplains;
 - Wildlife Habitat;
 - Land Use;
 - Threatened and Endangered Species;
 - Visual Impact Analysis and supporting visualizations to be developed in support of the Alternatives Analysis process, as well as the extensive and ongoing coordination with EFL and George Washington Memorial Parkway NPS staff – it is anticipated that NPS will request additional visualizations to be prepared for their review throughout that process; and
 - [Indirect Effects and Cumulative Impacts](#).
- Prior to the Final EIS, prepare responses to all substantive comments received on the Draft EIS, including those from the public hearing.
- Prepare the Final EIS that identifies the preferred alternative and describes the basis for the decision.
- Provide information to support FHWA’s Record of Decision (ROD) that includes:

- Basis for the decision,
 - Alternatives considered and “Preferred Alternative”, and
 - Whether all practicable means to avoid or minimize environmental harm from the alternative have been selected and, if not, why they were not.
- Provide support to the County and VDOT in obtaining all applicable federal authorizations within 90 days of the issuance of the ROD.

8. PUBLIC AND STAKEHOLDER OUTREACH

The Consultant shall perform the following activities:

- The Consultant shall be required to solicit public participation. Conceptual planning and environmental analyses will be subject to public review at meetings for these specific purposes. Public involvement will be completed at appropriate points during the development of the alternatives and environmental review process as directed by NEPA and in consultation with the County.
- As previously mentioned in the Pre-NOI activities section, the Consultant shall develop a Public Involvement Plan that defines the goals and objectives of the public involvement effort, identifies key stakeholders, and discusses the public involvement techniques and public participation materials that will be used.
- The Consultant, in coordination with the County, will develop an initial stakeholder database that will include but not be limited to the appropriate agencies, community groups, and organizations. Furthermore, the Consultant shall develop project updates and key milestones that can be delivered in collaboration with County staff to the County Board, MWAA, NPS, CSXT, and other necessary agencies. Stakeholder coordination is considered a key aspect of this project and a robust plan to engage stakeholders is expected.
- The Consultant shall thoroughly engage the community at appropriate times which include but not be limited to project initiation, conceptual design development, and required public engagement during the NEPA process. As needed, the Consultant will provide technical background, visual aids, and on-site assistance. The meetings the Consultant will be asked to conduct include, but are not limited to County Board, agency, stakeholder, webinar, and public workshops. The Consultant shall prepare presentation materials that may include display boards, PowerPoint presentation, sign-in sheet, and comment forms for each meeting.
- A project website hosted on the County’s web-page will be utilized by the public as a means of providing and obtaining information about the Project. The Consultant shall provide updated materials, as appropriate and when requested by the County, which may be posted by the County to the website.

9. PROJECT SCHEDULE

Consultant services shall be required immediately after issuance of contract award and Notice to Proceed, which is anticipated to be in the summer of 2020.

The Consultant shall submit a detailed Baseline Project Schedule in Microsoft Project, which shall include durations, predecessors in the schedule to set start and finish dates, clearly identified milestones, including key submittal dates. The actual Project Schedule shall be tracked by the Consultant for comparisons with the Baseline Project Schedule, which shall be submitted monthly to the Project Officer.

Unless otherwise notified in writing by the Project Officer, the project Completion Date, signified by the issuance of the Record of Decision (ROD) shall be 1,095 consecutive calendar dates from the Notice to Proceed date. This timeframe shall include review periods, but will exclude delays caused by the County, VDOT, FHWA and NPS. The Consultant should assume 30 calendar days from the time of submittal for the duration of the typical review period.

10. OPTIONAL SERVICES

The Consultant shall not perform any of the Optional Services unless scope and fee have been negotiated, and authorization in writing has been issued by Arlington County. Solely at the discretion of the County the following optional service – Optional Task A – may be exercised, and if so exercised, shall be authorized through a separate Notice to Proceed letter. The Consultant’s services would be required within fourteen (14) consecutive calendar days after the issuance of that authorization.

Optional Task A – Preliminary Engineering, Bid Document Preparation, and Procurement Services

The Consultant shall perform the Preliminary Engineering for all elements of the Project to be advanced from the conceptual design completed during the EIS to the Preliminary Engineering level. Preliminary Engineering is generally defined as 30% design plans, though some elements of the design may need to be advanced beyond the 30% level, including identifying right-of-way (ROW) needs, while some elements of design may be slightly less than 30%.

The Preliminary Engineering design shall conform to the latest versions of all applicable local, state, and federal design criteria including, but not limited to the standards, specifications, and publications outlined below:

- [Arlington County Design Standards & Guidelines](#)
- [Arlington County Construction Standards & Specifications](#)
- [2015 Virginia Construction Code \(USBC, Part I\)](#)
- [2015 Virginia Statewide Fire Prevention Code](#)
- [Department of Transportation \(DOT\), ADA Standards for Transportation Facilities, 2006](#)
- [Department of Justice \(DOJ\), ADA Standards for Accessible Design, 2010](#)
- AASHTO Design Specifications and Guidelines
- When there is no applicable Arlington County design standard or construction standard/specification to govern an element of the design, the VDOT Road and Bridge [Standards](#) and [Specifications](#) shall be used.

Waivers may be pursued in certain cases to achieve context-appropriate design solutions with concurrence of Arlington County. Furthermore, the Consultant should ensure that the design aligns with Arlington County’s approach to [Urban Design](#).

All design work and plans shall be prepared and submitted using U.S. Customary Units. All CAD drawings associated with the preliminary engineering design shall comply with [Arlington County CADD Standards](#)

[and Guidelines](#). All Electronic CAD Drawings shall be in AutoCAD 2018 native file format (.dwg).

The Consultant shall complete the following tasks during Preliminary Engineering:

- 30% Design plan package – Draft 1 – internal team (Arlington County and VDOT only) review
- 30% Design plan package – Draft 2 – internal team + external agencies and stakeholder review
- 30% Design plan package – Draft 3 – internal team + external agencies and stakeholder back-check review
- Survey and subsurface utility investigation, designation, & coordination – the Consultant shall conduct field surveys, underground utility locating services, and/or underground utility test hole investigations, and fully integrate this data into the existing conditions plans and survey base mapping. The Consultant shall also set up and lead utility coordination meetings with utility owners as necessary. Assume two (2) meetings total – 90 minutes each.
- Geotechnical Engineering – the Consultant shall perform a design-level geotechnical investigation that includes collecting soil borings with laboratory tests and submit these findings in a Geotechnical Engineering Report (GER) that satisfies the criteria provided in [Chapter 3](#) of the VDOT Material Division’s Manual of Instructions (MOI).
- Risk Management (RM) – The Consultant shall perform a RM exercise and submit a RM report prepared in accordance with the [VDOT RM Procedure](#).
- Value Engineering (VE) – the Consultant shall perform a VE exercise and submit the findings and recommendations in a VE report. This task shall be in accordance with the [VDOT VE Job Plan requirements](#) and [Value Engineering Program Administration Manual](#). It should be noted that Arlington County solely retains the decision-making authority on this project for approving and rejecting the VE recommendations.
- Constructability Review – Conduct a thorough constructability review and document constructability comments. The designer shall provide responses to the constructability comments. There should be at least one (1) constructability review meeting held during the 30% design process (assume 90 minutes duration).
- QA/QC – Prepare a Quality Assurance and Quality Control (QA/QC) plan. Each 30% design plan submittal shall be accompanied by a completed [VDOT LD-436 Quality Control Checklist](#).
- Public engagement – the Consultant shall plan, organize, and execute at least one (1) public meeting during 30% design. The meeting will explain the proposed design, seek feedback on it, and provide an update to the community on the overall project timeline. Furthermore, the Consultant shall document and gather public comments received during the meeting and share how inputs influenced the project design.
- Participate in design coordination and progress meetings at regular intervals throughout the 30% design process with Arlington County, VDOT, external agencies, and stakeholder groups. Assume six (6) meetings total – 90 minutes each. The Consultant shall prepare for, lead, document meeting notes, and conduct follow-up actions for the meetings.
- Participate in bi-weekly check-in calls with Arlington County throughout Preliminary Engineering. Assume thirteen (13) meetings total – 30 to 60 minutes each. The Consultant shall prepare for, lead, document meeting notes, and conduct follow-up actions for the meetings.

Deliverables for this task shall establish a proof of concept that as presented is constructible given the project constraints and update the footprint and limits of disturbance of the Project to identify ROW needs, probable construction costs, and agency permitting and project approvals. The Consultant shall submit the following deliverables in their final 30% design plan package:

- An approved set of 30% design plans;
- All approved design waivers and exceptions requests that are required for the design;
- An approved GER;
- An approved RM report;
- An approved VE study;
- A detailed, itemized Construction Cost Estimate reflecting current market prices with the assumption that the project is delivered by a design-builder;
- A milestone project schedule reflecting a design-build project delivery. The schedule should also include a suggested sequence of construction; and
- Written responses to Arlington County, VDOT, and external agency design review comments.

Additionally, the Consultant shall maintain a comprehensive electronic database of the Project documentation including all final documents developed during Preliminary Engineering. It is intended for the subject design documentation to be transferred to the design-builder and enable them to easily advance the design from where the 30% design concluded.

Following approval of the 30% design plans and upon a formal written notification by the County to start the work described herein below, the Consultant shall perform the following bid document preparation and procurement services to advertise the project for a potential design-build delivery:

- Assist the County in the preparation of the Requests for Qualifications (RFQs) and Request for Proposals (RFPs) for the solicitation of the Design-Build Contractor;
- Prepare technical construction specifications, which are supplemental specifications for bid items that lack a corresponding standard County and/or VDOT standard specification, including any special provisions;
- Attend the pre-proposal meetings with potential offerors – assume two (2) meetings total – 90 minutes each. The Consultant shall assist in the preparation and delivery of the pre-proposal presentation during these meetings;
- Support the County in responding to questions and requests for clarifications during bidding;
- Assist the County in the preparation of Addenda to RFQ and RFP. These are revisions to the bid documents while the advertisement period is still open to address errors, add/remove bid items, minor revisions to design drawings, and/or providing more clarification; and
- Assist the County in bid analyses and selection.

IV. PROPOSAL REQUIREMENTS

1. GENERAL

One electronic proposal must be submitted and fully executed.

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION WILL BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror.

The County will not accept proposals submitted by fax or e-mail.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations.

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

2. PROPOSAL SUBMISSION

The Offeror must submit One (1) electronic proposal containing the signed Proposal Form. The County may not include in its evaluation any items missing from the electronic proposal.

The electronic proposal must indicate the name of the Offeror, the scheduled RFP closing date, time and the Request for Proposal number. The County will not accept a proposal submission by fax or e-mail.

Timely submission of the proposal is the responsibility of the Offeror.

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, grammatically correct and should not contain spelling errors. Offerors shall provide each of the following items listed below in the order presented. **Please note the page limitations in brackets.**

- a) Cover letter on company letterhead, signed by the authorized representative of the Offeror summarizing the Offeror's general understanding and approach to the project, experience, team, capabilities (2 pages);
- b) Table of Contents (1 page);
- c) Knowledge and understanding (6 pages);
- d) Offeror's experience (9 pages)
- e) Project Team Qualifications (10 pages);

- f) Offeror's Capabilities (2 pages); and
- g) Appendix containing the example conceptual designs, supporting visualizations requested in Criterion No. 2 and Criterion No. 3 (no page limits), resumes and professional certifications.
- h) Cost proposal is not to be submitted with this solicitation**

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. EVALUATION CRITERIA AND WEIGHTS

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

CRITERION NO. 1 – PROJECT KNOWLEDGE AND UNDERSTANDING – 25 Points

The Offeror shall be evaluated by the Offeror's demonstrated understanding of the Work, the critical issues for successful completion and level of effort necessary to successfully complete all Tasks as described and in accordance with the Scope of Services. The Selection Advisory Committee will evaluate the Offeror response for clear understanding of the means, methods, specific tasks, preliminary schedule and technical expertise required to perform in accordance with the Scope of Services

CRITERION NO. 2 – PROJECT TEAM QUALIFICATIONS, PERSONNEL – 35 Points

The Offeror shall be evaluated on the basis of the Project Team's experience by the depth and relevance of the Offeror's response as set forth in the solicitation.

The Offeror shall only include personnel that will work primarily on the resulting contract. It is expected that all individuals submitted as Key Personnel shall remain on the Project Team for the duration of the procurement process, contract award and contract duration. If circumstances require a Project Team change such change must be submitted, in writing, to the Project Officer for approval, who at his/her sole discretion, shall determine authorization. Unauthorized changes to the Project Team, at any time during the procurement process may result in elimination of the Project Team for further consideration.

- 1. Key Personnel** – The Offeror shall provide detailed information on the experience and qualifications of the Key Personnel expected to make the most significant contribution to the tasks as set forth in the Scope of Services. The Offeror may include a resume for each member of the Project Team, which shall be limited to one-page per person with no less than 10-point font. The proposed Key Personnel shall have a minimum of Two (2) projects completed under the NEPA process via an EIS within the last Seven (7) years. The projects must clearly show expertise, depth, experience and qualification in providing services related to the Work described in the Scope of Services.

One of the proposed Key Personnel shall be designated as the Project Manager with a minimum of Ten (10) years' experience in Project Management relating to the preparation of NEPA documentation, completion of NEPA studies with an emphasis on transportation projects.

Each resume project for Key Personnel must be listed separately and include the following:

- Project name, location;
- Year EIS started and Record of Decision date issued;

- Owner’s representative’s name, title, address, e-mail, telephone number;
 - Project description;
 - Individual roles and responsibilities for the project,
 - Contract amount for services provided.
2. **Project Team** – The Offeror shall describe the experience of the Project Team that most closely coincides with all of the required technical disciplines necessary for completion of the Work described in the Scope of Services. Include the experience of the Offeror as well as other members of the Project Team, i.e., additional personnel, sub-consultants, branch offices, team members and other resources anticipated to be utilized for these services.

The Offeror shall provide the following:

- Name, years of related work experience, education, training, professional licenses/certifications, other pertinent data for each of the Project Team personnel to demonstrate competence and experience. All proposed individuals for sub-consultants must be clearly identified as such;
 - List of sub-consultants anticipated to be utilized with specific relevant experience and the role(s) each is expected to perform for this project;
 - Identification of proposed Disadvantaged Business Enterprise (DBE) firms, roles and responsibilities for this project;
 - One-page organization chart showing all firms involved and Key Personnel assignments and responsibilities.
3. **Teams Experience – Conceptual Design** – The Offeror shall describe the Project Team’s prior work experience, qualifications developing Conceptual Design documents, and visualizations for multiple build alternatives to support NEPA studies.

A minimum of Three (3) examples of supporting visualizations must be included in the Appendix. One of the examples should include a context-sensitive bridge. Projects involving NPS lands are preferred.

4. **Team Experience-Technical Studies and Analyses** – The Offeror shall describe the Project Team’s prior work experience, qualifications preparing technical reports, analyses to support NEPA documents and studies. The Offeror should emphasize their ability to carry out complex Section 4(f), Section 106 analyses, as well as their ability to perform complex future build year multi-modal transportation analyses based on micro-simulation models, travel demand modeling that include the expertise to evaluate the impact on the surrounding transportation network if a bridge or tunnel for bicyclists and pedestrians is proposed as a component of the project.

CRITERION NO. 3 – OFFEROR’S EXPERIENCE – 30 Points

The Offeror shall provide Three (3) projects the firm and/or Project Team has worked on that are similar in size, scope complexity to the tasks as set forth in the Scope of Services. The Offeror shall describe developing Conceptual Design documents, visualizations for multiple build alternatives in support of NEPA studies. Each example must contain, at a minimum, the following:

- Name of the project;
- Project Owner and/or Owner Representative;
- Primary Owner contact;
- Project award date;
- Project cost;
- Project Scope of Work/Services;
- Schedule, timeline, milestones;
- Project Team composition; and
- Other pertinent project information.

The Offeror shall also describe demonstrated ability to work with a multi-disciplinary team, Offeror approach to coordinating with external agencies, e.g., VDOT, FHWA, NPS, VRE, MWAA, CSX.

CRITERION NO. 4 – OFFEROR CAPABILITY – 10 Points

The Offeror shall describe the prime firm(s) ability and capacity to complete the Work under a condensed schedule, as well as how the Offeror will support communication and coordination with stakeholders and agencies. The Offeror shall also provide details on the size of the firm(s), current firm(s) workload, proposed staff resources, proposed sub-consultants, and quality assurance measures.

7. PROPOSAL SUBMITTAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content in the order listed below:

1. EXECUTED FORMS

- a. Proposal Form: original and copies as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).
- d. DBE Forms: included in Attachment B
- e. Debarment Certifications: included in Attachment A

2. MANDATORY REQUIREMENTS

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.

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

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

V. 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
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

CONTRACT NO. 20-239-7-8

THIS AGREEMENT is made, on the date of execution by the County, between Consultant’s name , Consultant’s address (“Consultant”) a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Consultant, 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 – Federal Highway Administration (FHWA) and Virginia Department of Transportation (VDOT) Professional Services Clauses
- Exhibit C – Disadvantaged Business Enterprises (DBE) Provisions
- Exhibit D – FHWA and VDOT Professional Services Clauses
- Exhibit E – County Nondisclosure and Data Security Agreement (Consultant)
- Exhibit F – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit G – Virginia Railway Express-Concept Design

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 Consultant. The County and the Consultant 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 Consultant 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 conceptual design and environmental/NEPA documentation consulting services. It will be the Consultant'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 Consultant's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Consultant 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. Work under this Agreement shall be 1,095 consecutive calendar days from Notice to Proceed. No Work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT AMOUNT

This is a fixed-price contract. The Consultant agrees that the total payment for the Work will not exceed \$_____, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Consultant 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. CODE AND REGULATORY COMPLIANCE

The Consultant is responsible for completing the design Work in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Consultant violation of a Code, standard or regulation results in a construction change order, the Consultant will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Consultant's experience and abilities with respect to performing the services hereunder. In performing the Work, the Consultant will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Consultant will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Consultant will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, cost estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Consultant or the

Consultant's sub-consultants. The plans, drawings, specifications and other documents that the Consultant prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Consultant is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Consultant from any liability for breach of this Standard of Care.

8. PAYMENT

The County will pay the Consultant monthly according to the provisions of this Section. By the tenth day of each month, the Consultant will submit to the Project Officer an invoice describing the total Work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections.

Each invoice must certify that the invoice submitted is a true and accurate accounting of the Work performed and goods and/or services provided and must be signed and attested to by the Consultant or authorized designee. The County will pay the Consultant within Forty-Five (45) calendar days after receipt of an approved invoice.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Consultant believes that any change is not within the scope of the project or warrants additional compensation, the Consultant must notify the Project Officer as soon as the County requests the change; and the Consultant must then provide written notice of its position to the Project Officer within ten calendar days. The Consultant's notice must detail and document the basis for the claimed amount of additional compensation. The Consultant will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

10. REIMBURSABLE EXPENSES

The County will reimburse the Consultant for submittal reproduction and shipping costs.

11. * PAYMENT OF SUB-CONSULTANTS

The Consultant 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 sub-consultant under this Contract:

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

The Consultant is obligated to pay interest to the sub-consultant on all amounts owed by the Consultant to the sub-consultant that remain unpaid after seven days following receipt by the Consultant of payment from the County for Work performed by the sub-consultant 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 One Percent (1%) per month.

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

The Consultant's obligation to pay an interest charge to a sub-consultant 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.

12. * NON-APPROPRIATION

All payments by the County to the Consultant 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 CONSULTANT

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 Consultant 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 Consultant 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 SUB-CONSULTANTS

The County has the right reasonably to reject staff or sub-consultants whom the Consultant assigns to the project. The Consultant must then provide replacement staff or sub-consultants 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 Consultant's and its sub-consultant employees is the sole responsibility of the Consultant.

The Consultant may not replace key personnel or sub-consultants identified in its proposal, including the approved Project Manager, without the County's written approval. The Consultant must submit any request to remove or replace key personnel or sub-consultants 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 Consultant must provide an interim Project Manager, subject to the County's written approval.

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

16. * EMPLOYMENT DISCRIMINATION BY CONSULTANT PROHIBITED

During the performance of its Work pursuant to this Contract:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Consultant 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 Consultant will state in all solicitations or advertisements for employees that it places or causes to be placed that such Consultant is an Equal Opportunity Employer.
- D. The Consultant 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 Consultant 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 sub-consultant or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Consultant 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 CONSULTANT

During the performance of this Contract, the Consultant must provide the following:

- (i) 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 Consultant'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 Consultant that the Consultant 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 sub-consultant or vendor.

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

19. SAFETY

The Consultant must ensure that it and its employees and sub-consultants comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Consultant 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 Consultant 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 Consultant makes after the notice of termination will be the sole responsibility of the Consultant, 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 Consultant has failed to perform satisfactorily, then the County will give the Consultant 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 Consultant 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 Consultant 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 Consultant of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Consultant 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 Consultant (unless the County provides for an opportunity to cure), and the Consultant will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Consultant 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 Consultant or its sub-consultants. The County will deduct such costs from any amount due to the Consultant; or if the County does not owe the Consultant, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant covenants for itself, its employees and its sub-consultants to save, 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 Consultant's acts or omissions, including the acts or omissions of its employees and/or sub-consultants, in performance or nonperformance of the Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Consultant fails or refuses to fulfill its obligations contained in this section, the Consultant must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Consultant 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 Consultant under this Contract.

The Consultant agrees to indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Consultant's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Consultant's operations herein.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

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

If the Consultant or any of its employees or sub-consultants 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 Consultant covenants for itself, its employees and its sub-consultants to save, 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, hold harmless and indemnify will survive the termination of this Contract. If the Consultant fails or refuses to fulfill its obligations contained in this section, the Consultant must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Consultant 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 Consultant under this Contract.

23. COPYRIGHT

By this Contract, the Consultant 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 Consultant 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 Consultant may not use sub-consultants 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 Consultant includes this Copyright provision in any contract or agreement with such sub-consultants or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Consultant 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 Consultant 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 Consultant may neither release the Work product nor share its contents. The Consultant 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 Consultant will deliver all Work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

25. CONFIDENTIAL INFORMATION

The Consultant and its employees, agents and sub-consultants 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 Consultant must take reasonable measures to ensure that all of its employees, agents and sub-consultants are informed of and abide by this requirement.

Additionally, the Consultant acknowledges and understand that its employees may have access to proprietary, business information or other confidential information belonging to the County. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement;
2. Access or attempt to access information beyond their stated authorizations;
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes but not limited to, (a) verbal discussions, (b) FAX transmissions, (c) electronic mail messages, (d) voice mail communications, (e) written documentation. (f) "loaning" computer access codes and/or another transmission or sharing data.

The Consultant understands that the County or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should

such disclosure occur. Further, the Consultant understand that violations of this provision may result in termination of the Agreement.

The Consultant understands that information and data obtained during the performance of this Agreement shall be considered confidential, during and following the term of this Agreement and will not be divulged with the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

26. ANTITRUST

The Consultant 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 Consultant may have relating to this Contract.

27. REPORT STANDARDS

The Consultant 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 Consultant 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)

28. AUDIT

The Consultant must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within Two (2) months after the close of Consultant's Fiscal Year. If a management letter was not prepared with the audit, the Consultant must so certify in writing as part of the audit report to the County. The Consultant must allow the County to review its records as the County deems necessary for audit purposes within Fifteen (15) calendar days of the County's receipt of the findings. All accounts of the Consultant are subject to audit.

The Consultant must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Consultant must provide any requested documents to the County for examination within Fifteen (15) calendar days of the request, at the Consultant's expense.

Should the County's examination reveal any overcharging by the Consultant, the Consultant must, within Thirty (30) calendar 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 Consultant. If the Consultant 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 (5) years after the final payment, the Consultant must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

29. ASSIGNMENT

The Consultant 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.

30. AMENDMENTS

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

31. * 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.

32. * 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 Consultant must continue to Work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

33. * 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.

34. ARBITRATION

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

35. 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.

36. 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.

37. 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.

38. * 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 Consultant will pay the County's reasonable attorney's fees and expenses.

39. 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 or DATA SECURITY AND PROTECTION.**

40. 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.

41. 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.

42. NOTICES

Unless otherwise provided in writing, all written 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 CONSULTANT:

TO THE COUNTY:

, Project Officer

AND

**Shirley Diamond, Procurement Officer
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Telephone: 703-228-3424**

43. ARLINGTON COUNTY BUSINESS LICENSES

The Consultant 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 Consultant 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.

44. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

45. LIMITED ENGLISH PROFICIENCY

The Consultant 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 Consultant will use a County-contracted service provider, and the County will pay the fees.

46. HIPAA COMPLIANCE THIS PROVISION IS NOT UTILIZED IN THIS SOLICITATION

47. 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 Consultant must perform such Work in compliance with ADA.

48. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Consultant must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Consultant must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Consultant, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Consultant’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 Consultant must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Consultant's programs, services and activities. For example, individuals' service animals must be allowed in the Consultant's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Consultant 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.
- e. Design: The Consultant must design the project to meet all ADA requirements. Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

49. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory Workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Consultant shall carry Errors and Omissions or Professional Liability insurance, which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except Workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.

- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Consultant 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.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Consultant must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Consultant 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 Consultant may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Consultant can demonstrate sufficient financial capacity. In order to do so, the Consultant 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 Consultant 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 Consultant from any liability or obligation imposed by the Contract Documents.

The Consultant is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Consultant 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 Consultant's insurance shall be the primary non-contributory insurance for any Work performed under this Contract.

The Consultant is as fully responsible to the County for the acts and omissions of its sub-consultants and of persons employed by them as it is for acts and omissions of persons whom the Consultant employs directly.

50. 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.

51. CONSULTANT PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Consultant's performance at various intervals throughout the term of the Contract. At a minimum, evaluations will be completed at Fifty Percent

(50%) of the Work or within Sixty (60) calendar days from Final Completion of the project and prior to the Final Payment being made to the Consultant. The evaluations will address the Consultant's work quality, cost controls, schedule, timeliness and sub-consultant management. The Project Officer will be responsible for completing the evaluations and will provide a copy to the Consultant and County Procurement Officer.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

CONSULTANT

**AUTHORIZED
SIGNATURE: _____**

**AUTHORIZED
SIGNATURE: _____**

**NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER**

**NAME:
TITLE: _____**

DATE: _____

DATE: _____

VI. ATTACHMENTS AND FORMS

ATTACHMENT - A

Federal Highway Administration (FHWA) and Virginia Department of Transportation (VDOT) Professional Services Clauses



Mandatory Federal-Aid Professional Services RFP Provisions

1. It is the policy of the Virginia Department of Transportation and Arlington County that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.virginia.gov/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. **[Include the following wording on federally funded projects with stated DBE goals:** The DBE contract goal for this procurement is 11%.] **[Include the following wording on federally funded projects without a stated DBE goal:** The Department believes that these services support ___% DBE participation.]
- FOR PROJECTS WITH DBE GOALS SET,
PARAGRAPHS 2 THROUGH 5 APPLY:**
2. **Include the following wording and two bullets on state or federally funded projects with a DBE or SWaM goal. In the following sentence and these two bullets, remove references to**
 - SWaM on federally funded projects and DBE on a state funded project.** If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:
 - Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
 - Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.
 3. 49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.
 4. VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.
 5. Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will

be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

**FOR PROJECTS WITH NO DBE GOAL
PARAGRAPH 6 APPLIES**

6. DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.
7. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission Information about business registration can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to Arlington County. Individual engineers shall meet the

requirements of Chapter 4, Title 54.1 of the Code of Virginia.

8. Arlington County assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
9. Arlington County will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
10. All firms submitting EOI (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to Arlington County within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by Arlington County and the next most qualified team invited to submit a proposal.
11. Arlington County assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within ten work days of notification of selection when requested by VDOT. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
12. Arlington County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
13. All firms shall complete and include the following completed forms:
 - Certification Regarding Debarment – Primary Covered Transactions (Prime Consultant)
 - Certification Regarding Debarment - Lower Tier Covered Transactions (Sub-Consultant)

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Title

Date

Name of Firm

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-Consultant)

Project: _____

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Title

Date

Name of Firm

GOOD FAITH EFFORT

(Include with Federal-aid project with DBE Goal)

The Department will accept what consultants submit in their EOI regarding good faith efforts. If a firm that has submitted good faith effort documentation makes the short list, the procuring Division Administrator (cannot be delegated unless he/she will be out of the office for more than five work days) along with a representative of the EO Division will determine if the good faith effort is acceptable.

When there is a contract goal, a consultant must make good faith efforts to meet it. The consultant can do so either through obtaining enough DBE participation to meet the goal or documenting the good faith efforts it made to do so. These means of meeting contract goal requirements are fully equivalent. 49 CFR Part 26 (the Rule) explicitly provides that the Department must not disregard showings of good faith efforts, and it gives consultants the right to have the Department reconsider a decision that their good faith efforts were insufficient. The Department is prohibited from denying a contract to a consultant simply because it did not obtain enough DBE participation to meet the goal. The Department must seriously consider consultants' documentation of good faith efforts. To make certain that consultants' showings are taken seriously, the Rule requires the Department to offer administrative reconsideration to consultants whose good faith efforts showings are initially rejected.

The Rule also ensures flexibility for consultants by requiring that any contract goal be waived entirely for a prime consultant that demonstrates that it made good faith efforts but was still unable to meet the goal.

When the Department sets a contract goal, the basic obligation of consultants is to make good faith efforts to meet it. They can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough DBE participation to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. A refusal by the Department to accept valid showings of good faith is not acceptable under the Rule.

The Rule makes clear that the Department is not to use a "conclusive presumption" approach, in which the apparent successful consultant is summarily found to have failed to make good faith efforts simply because another consultant was able to meet the goal. However, the performance of other consultants in meeting the contract can be a relevant factor in a good faith effort determination, in more than one way. For example, when the apparent successful consultant fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant could have met the goal. It does not, by itself, prove that the apparent successful consultant did not make a good faith effort to get DBE participation, however. On the other hand, if the apparent successful consultant fails to meet the goal but meets or exceeds the average DBE participation obtained by other consultants, the Department may view this, in conjunction with other factors, as evidence of the apparent successful consultant having made good faith efforts.

The fact that some additional costs may be involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet a DBE contract goal, as long as such costs are reasonable.

If the Department determines that the apparent successful consultant has failed to meet the requirements of a good faith effort, the Department must, before awarding the contract, provide the consultant an opportunity for administrative reconsideration. The Department intends that the process be informal and timely. The Department will ensure that the process is completed within a brief period (e.g., 5-10 days) to minimize any potential delay in procurements. The consultant will have an opportunity to meet with the reconsideration official, but a formal hearing is not required. As part of this reconsideration, the consultant must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department's decision on reconsideration will be made by an official who did not take part in the original

determination that the consultant failed to meet the goal or make adequate good faith efforts to do so. The consultant must have the opportunity to meet in person with the reconsideration official to discuss the issues of whether it met the goal or made adequate good faith efforts to do so. The Department will send the consultant a written decision on reconsideration, explaining the basis for finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so. The Department's re-consideration personnel consists of the Commissioner's DBE Review Panel.

It is up to the Department to make a fair and reasonable judgment whether a consultant that did not meet the goal made adequate good faith efforts. It is important for the Department to consider the quality, quantity, and intensity of the different kinds of efforts that the consultant has made. The efforts employed by the consultant should be those that one could reasonably expect a consultant to take if the consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The Department's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

If DBE is prime, they will be allowed to count toward goals the work they commit to performing with their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE consultants on prime contracts will be expected to make the same outreach efforts as other consultants.

When a DBE participates in a contract, the Department will count only the value of the work actually performed by the DBE toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function. If a DBE firm loses certification, its work no longer counts toward the DBE goal.

All consultants will be required to submit the following information to the Department with the EOI:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The percentage amount of the participation of each DBE firm participating;
- Written documentation of the prime consultant's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

The Department has prepared a list based on Federal Regulations of some of the kinds of efforts that consultants may make in obtaining DBE participation. It is not intended to be a mandatory checklist. The Department does not require that a consultant do any one, or particular combination, of the things on the list, nor is the list intended to be exclusive or exhaustive; it merely offers examples. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a consultant has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the Consultant has made, but also of the timeliness, quantity, and intensity of these efforts.

The Department offers the following examples of efforts that may be considered:

A. Soliciting through all reasonable and available means (e.g., attendance at project showings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The

consultant must solicit this interest within sufficient time to allow the DBEs to participate effectively. The consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

D. (1) Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

D. (2) A consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's costs, qualifications and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority community organizations; minority contractors' groups; local, state, and Federal minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT - B

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

1. Definitions and Interpretations

The County will utilize the following definitions to identify Disadvantaged Business Enterprise (DBE) Program eligibility standards. The following definitions and any other definitions related to the DBE program have the same meaning as defined in 49 CFR Part 26.

(a) "Disadvantaged Business Enterprise" or "DBE" means a for profit small business concern: (1) which is at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) "Small Business Concern" means, with respect to firms seeking to participate as DBEs in USDOT-assisted contracts, a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in section 26.65(b).

(c) "Socially and Economically Disadvantaged Individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and includes any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- (1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese cultures or origin, regardless of race;
- (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, Republic of Palau, the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
- (6) Non-minority American Women;
- (7) "Tribally-owned concern" means any concern at least 51 percent owned by an Indian tribe;
- (8) "Any individual groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such times as the SBA designation becomes effective; and
- (9) Any individual who the County finds to be socially and economically disadvantaged on a case-by-case basis.

(d) "USDOT" means the U.S. Department of Transportation including the Federal Transit Administration (FTA).

(e) "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement that, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the DBE program requirement.

2. Small Business Enterprise

The County's Division of Transportation has a Small Business Enterprise (SBE) Program as part of its DBE Program. The County provides race-neutral efforts to facilitate participation of small businesses in its procurement

process for federally-assisted projects through the FTA. Although there is no SBE goal for this procurement, SBE firms are encouraged to participate and Offerors are encouraged to seek SBE firms as subconsultants/subcontractors.

3. Banks and Financial Institutions

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at http://www.fms.treas.gov/mbdp/current_list.html.

4. Certification and Directory of DBEs

(a) All prospective DBEs must be certified through a Unified Certification Program (UCP). The County recognizes certification by the Virginia Department of Minority Business Enterprise (DMBE) and the Metropolitan Washington Airports Authority (MWAA).

(b) Each DBE firm will be verified as a certified DBE through one of the UCP Directories listed above and they each maintain online DBE directories of all firms certified. These online directories and appropriate forms to apply for DBE certification are available at the following website addresses:

DMBE's website: <http://www.dmbv.virginia.gov/>

MWAA's website: <http://www.metwashairports.com/4590.htm>

(c) The eligibility of a DBE certified joint venture will be determined on a project-by-project basis by the County.

(d) Offerors are reminded that only certified DBEs may participate in County contracts in such capacities. If Offerors propose using a DBE not currently certified, it is strongly urged that a UCP be contacted well in advance of the date set for receipt of offers in order to enable review of the proposed DBE's eligibility.

5. DBE Modifications or Substitutions

This Provision applies to all modifications and substitutions under this Contract. The Contractor will be required to comply with this Provision to the extent needed to achieve the DBE goals agreed to at the time of contract award.

(a) If a prime contractor wishes to terminate or substitute a DBE subcontractor listed as fulfilling its contract goal, and then performs the work of the terminated DBE subcontractor with its own forces, an affiliate, a non-DBE subcontractor or with another DBE subcontractor, it must submit written documentation prior to the termination or substitution of the DBE subcontractor to the Contracting Officer. This will include any changes to items of work, material, services, or DBE firms that differ from those identified on the Intent to Perform as a DBE Subcontractor form(s) (Exhibit 5) on file with the Contracting Officer. The Offeror/Contractor must provide any and all documentation and information as may be requested with respect to the requested change.

(b) The Offeror's/Contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the DBE was not able to perform; the DBE was unable to produce acceptable work; and/or the DBE has submitted an unreasonable escalation in price. In the case of a DBE subcontractor being substituted by another DBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed DBE firm. After providing an opportunity to the County's DBE Specialist to make a recommendation, the Contracting Officer will approve or disapprove the change.

(c) If the change involves a subcontractor substitution, the Offeror/Contractor must make good faith effort to replace one DBE with another DBE. The substitute DBE firm must be certified by a UCP in order for the Offeror/Contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the Offeror/Contractor is unable to contract with another DBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE. In all situations, the Contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

(d) The Offeror/Contractor must submit a new Intent to Perform as a DBE Subcontractor form for the substitute DBE firm(s) with the request for change, to verify that the new DBE firm(s) is certified by a UCP. The Contracting Officer shall notify the Offeror/Contractor in writing of his decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed DBE firm to the Contracting Officer within ten (10) business days of its receipt of the substitution approval.

(e) If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a DBE Subcontractor form specified for contract modifications for any DBE subcontractor affected by this change. This form may be obtained from the Contracting Officer.

(f) If the Contractor does not comply with this Provision, the County may elect to apply contract remedies as defined in 49 CFR Part 26, or other contract remedies, as appropriate. Additionally, the Contracting Officer may order that the profits from the terminated portion of the DBE subcontract be forfeited by the Contractor.

6. Demonstration of Good Faith Effort

(a) If an Offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. The Offeror shall submit to the County the Evidence of Good Faith Efforts Form (Exhibit 6) which documents the steps it has taken to solicit participation from DBE firms. This form should be submitted when the initial response to the County's solicitation is due. All contractors, including DBE prime contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an Offeror's good faith effort submission, the County will only consider those documented efforts that occurred prior to the good faith efforts determination.

(b) In the event that a firm submitted by an Offeror in accordance with the requirements of the Submission of DBE Utilization Forms and Related Documentation provision cannot be certified, the Offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The Offeror will have ten (10) calendar days from the date of notification to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same ten (10) calendar day period.

(c) The County will look not only at the different kinds of efforts that the Offeror has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal (even if they are sincerely motivated) if, given all relevant circumstances, the Offeror's efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

(d) Offerors are reminded that the issue of whether or not the Offeror has met or exceeded the established goal and/or demonstrated good faith efforts is considered a matter of the Offeror's responsibility. The County will only award contracts to Offerors determined to be responsible. The Contracting Officer, after affording the County's DBE personnel an opportunity to make a recommendation, shall be responsible for determining the sufficiency of an Offeror's good faith effort to meet contract goals.

(e) An Offeror that the Contracting Officer determines is not responsible may request administrative review and reconsideration under the County's Procurement Regulations. As part of any reconsideration, if requested, the Offeror may elect to meet in person with the County's Purchasing Agent to discuss credit toward meeting the DBE goal or whether the Offeror made adequate good faith efforts.

7. Offeror's DBE Obligation

The Offeror's DBE Obligation is outlined in Section VIII – Federal Transit Administration Clauses provision 28 entitled Disadvantaged Business Enterprise (DBE). The County has established an overall goal of thirteen (13) percent race-neutral DBE participation on USDOT-assisted contracts.

8. Payment Documentation

Concurrently with the submission of each invoice or request for a progress payment under this contract, the Contractor shall provide a breakdown of the amounts paid to DBEs identified by the Contractor to participate in this contract. The breakdown shall be provided on the attached Monthly DBE Subcontractor Progress Report form (Exhibit A). As provided elsewhere in this Contract, the County may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to submit the Monthly DBE Subcontractor Progress Report form and/or make prompt payments to its subcontractors, suppliers, materialmen or laborers.

9. Sanctions for Noncompliance with the County's DBE Program Provisions

Failure of the Contractor to carry out the County's DBE program provisions shall constitute a breach of contract and may result in termination of the Contractor for default or such remedy as the County may deem appropriate. The County reserves the right to apply legal and contract remedies available under Federal, state and local law, including but not

limited to, responsibility determinations in future contracts, suspension and debarment procedures as outlined in 49 CFR Part 29, and forfeiture of profits as provided for elsewhere. The County will bring to the attention of the U.S. Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take steps provided in 49 CFR Section 26.107.

10. Submission of DBE Utilization Forms and Related Documentation

(a) Each Offeror should submit to the County a Summary of Subcontractor/Subconsultant/Suppliers form (Exhibit 7) and an executed Intent to Perform As a DBE Subcontractor form for each proposed subcontractor when the initial response to the County's solicitation is due. If an Offeror does not meet the County's DBE participation goal, the Evidence of Good Faith Efforts form should also be submitted when the initial response to the county's solicitation is due. The submission of this information is considered an issue of responsibility, and the County will not award a contract to any Offeror who has not supplied this documentation.

(b) The Intent to Perform As A DBE Subcontractor form for each proposed subcontractor shall constitute a representation by the Offeror to the County that it believes such firm is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the Offeror that if it is awarded the contract, it will enter into a subcontract with such subcontractor for the work described at the approximate price set forth in the Intent to Perform As A DBE Subcontractor form.

(c) If the DBE Subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the Offeror will be required to immediately notify the Contracting Officer of the changed amount and the reason(s) for the change. The modification and substitutions of DBE firms that occur shall be governed by DBE Modification or Substitutions provision of this Exhibit.

(d) Except as authorized by the Contracting Officer, the successful Offeror shall enter into formal agreements with the subcontracting firms shown in the submitted Intent to Perform As A DBE Subcontractor form(s) within ten (10) business days after receipt of a contract executed by the County. The successful Offeror (Contractor) shall provide the Contracting Officer a copy of each agreement within three (3) business days of execution.

(e) If an Offeror is a DBE and lists itself on the Intent to Perform As A DBE Subcontractor form, it is required to perform the work indicated with its own work force.

EXHIBIT 5

INTENT TO PERFORM AS A DBE SUBCONTRACTOR FOR A CONTRACT AWARD

All DBE subcontracting firms to be used on this solicitation must fill out this form.

DBE firms participating in Arlington County's contracting opportunities must have "current" certification status with a Unified Certification Program (UCP) prior to award of this contract. If the County determines that the firm is not an eligible DBE firm for Arlington County contracts and subcontracts, the prime contractor will be notified of the ineligibility of the listed firm. The submission of this form is considered an issue of responsibility and the County will not award a contract to any Offeror who has not supplied this documentation.

1. Arlington County Solicitation #: _____
2. Name of **DBE** Subcontracting Firm _____.
3. Has the **DBE** subcontractor been certified as a DBE by a UCP agency? _____
4. The **DBE** subcontractor is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

 and at the following price \$ _____.

BY: _____ DATE: ____/____/____
(Signature of **DBE** subcontracting Owner, President or Authorized Agent)

(Print or Type - Name of Signature of Owner, President or Authorized Agent of **DBE** subcontracting firm) PHONE: _____



DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform As A DBE subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the subcontracting firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed DBE subcontracting firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by Arlington County. The undersigned will provide the Contracting Officer a copy of that agreement within three (3) business days of execution.

The Prime Contractor designated the following person as their DBE Liaison Officer:

(Name-Please Print) (Phone)

Pursuant to 49 CFR Section 26.107, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any USDOT-assisted program or otherwise violates applicable Federal statutes and may be referred to the U.S. Department of Transportation, and possibly the U.S. Department of Justice, for prosecution.

Name of Declarant: _____

Signature: _____ Date: _____

**EXHIBIT 6
EVIDENCE OF GOOD FAITH EFFORTS FORM
(SUBMIT THIS FORM ONLY IF DBE GOAL CANNOT BE FULFILLED)**

If an Offeror does not meet the County's DBE participation goal, it shall be eligible for award of the contract if it can demonstrate that it has made a good faith effort to meet the DBE goal. If necessary, the Offeror shall submit this form to document the good faith efforts attempt made in soliciting participation from DBE firms. In order to show that good faith efforts were made, the Offeror must demonstrate the methods it used to seek DBE participation, in accordance with the Regulations Regarding the Determination of Good Faith Efforts Participation.

Arlington County Solicitation #: _____ Current Date: ____/____/____

Project Name: _____

Offeror (Firm): _____ Telephone: _____

Contact Person: _____ E-Mail: _____

Address: _____ City/State/Zip: _____

To determine whether an Offeror has demonstrated good faith efforts to reach the DBE participation goal on the above referenced project, the County will consider, at a minimum, evidence of Good Faith Efforts as described in the table below.

YES (✓)	NO (✓)	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The Offeror attended pre-bid or pre-proposal meetings scheduled by the County to discuss, among other matters, DBE participation opportunities and acknowledged receipt of DBE certified vendor lists.
		ADVERTISEMENT: The Offeror advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities.
		WRITTEN NOTICE(S): The Offeror provided written notice to a reasonable number of DBEs that their interest in the contract was being solicited in sufficient time to allow DBEs to participate effectively.
		FOLLOW-UP: The Offeror followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
		SMALL CONTRACTS: The Offeror selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DBE participation).
		INFORMATION: The Offeror provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
		GOOD FAITH NEGOTIATIONS: The Offeror negotiated in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBE firms.
		ASSISTANCE EFFORTS: The Offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance, etc., as required by the County or the Offeror.
		ASSISTANCE IN OBTAINING SUPPLIES: The Offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
		WRITTEN NOTICE(S): The Offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the DBE being rejected as a potential subcontractor for failing to obtain Offeror-required bonding. Documentation furnished by a surety company will be subject to verification by the County.
		COMMUNITY RESOURCES: The Offeror effectively used the services of available minority and women community organizations, contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of DBEs.

		OTHER – PLEASE EXPLAIN:
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I certify that the information contained in this Evidence of Good Faith Efforts Form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and /or prosecution under applicable State and Federal laws.

Print Name/Title of Person Completing this Form: _____

Signature: _____ Date: _____



EXHIBIT A (FOR REFERENCE)

MONTHLY DBE AND NON-DBE SUBCONTRACTOR PROGRESS REPORT

REPORT FOR MONTH ENDING _____, 20__

INSTRUCTIONS: After the award of a contract, this Report must be filed by the 20th of each month to report sub-contractor participation during the preceding month.

- 1) Prime Contractor: _____ 2) Project Name: _____
 3) Contract Number: _____ 4) Contract Amount (as Amended) \$: _____
 5) Total Amount Received to Date: \$ _____ 6) Total Amount Owed: \$ _____ 7) Amount of This Invoice: \$ _____
 8) Total Value of DBE Contracts: \$ _____ 9) Committed DBE %: _____% 10) Actual DBE Participation % to Date: _____%

11) Name of Subcontractor	12) DBE (Y/N)	13) Work Status This Reporting Period	14) Description of Work	15) Amount & Date of Last Payment Made to Subcontractor	16) Amount of Subcontract Award	17) Amount Paid to Date	18) % Paid to Date	19) Amount Invoiced this Reporting Period
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						
		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete						

I certify the information furnished above is correct to the best of my knowledge and represents a current status of the prime contractor's DBE subcontracting activity for the period covered by this report. Further, those subcontractors due payment pursuant to the terms of their subcontracts will be paid within seven (7) days after prime contractor's receipt of payment from Arlington County.

Name: _____ Signature: _____ Title: _____ Date: _____

MONTHLY DBE AND NON-DBE SUBCONTRACTOR PROGRESS REPORT
INSTRUCTIONS FOR CONTRACTORS
HOW TO FILL OUT PROGRESS REPORT FORM

The DBE Subcontractor Progress Report form is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the reverse side of the form.

1. Prime Contractor

Fill in your company's name.

2. Project Name

Fill in the name of the project.

3. Contract Number

Fill in the contract number assigned to your project by Arlington County.

4. Contract Amount (as Amended)

Fill in dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications, if applicable.

5. Total Amount Received to Date

Fill in the dollar amount you have received from Arlington County to date.

6. Total Amount Owed

Fill in the dollar amount of the contract minus amount paid to you by Arlington County.

7. Amount of This Invoice

Fill in the dollar amount of the invoice being submitted to Arlington County this reporting period.

8. Total Value of DBE Contracts

State the total committed dollar value to all DBE subcontractors for the duration of the contract.

9. Committed DBE Percentage

Fill in the percentage of DBE participation you committed to obtain in the contract.

10. Actual DBE Participation % to Date

Dollar amount paid to all DBE firms divided by dollar amount received by Contractor from Arlington County.

11. Name of Subcontractor

Name all subcontractors (use additional sheets as necessary).

12. DBE (Y/N)

State whether the subcontractor is a DBE firm or not.

13. Work Status This Reporting Period

Check the box stating whether the DBE subcontractor is actively working on the project, is currently inactive on the project or if they've completed their work on the project.

14. Description of Work

State the work performed by the DBE subcontractor.

15. Amount and Date of Last Payment Made to Subcontractor

State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment (i.e. cancelled check, check register, etc.).

16. Amount of Subcontract Award

State the committed dollar value to the DBE subcontractor for the duration of the contract.

17. Amount Paid to Date

Add all amounts paid to each DBE subcontractor to date.

18. Percent Paid to Date

Dollar amount paid to the DBE subcontractor divided by the amount committed to them.

19. Amount Invoiced this Reporting Period

Fill in how much of the invoice from this reporting period will be paid to each DBE subcontractor.

EXHIBIT 7
SUMMARY OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS

Offerors should provide information on all of their prospective subcontractor(s)/subconsultant(s)/suppliers who submit bids/proposals in support of this solicitation.
 Use additional sheets as necessary.

Project Name: _____ Arlington County Solicitation # _____

Name of Prime Contractor: _____

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER (PLEASE CIRCLE)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE BY A UNIFIED CERTIFICATION PROGRAM? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE BY A UNIFIED CERTIFICATION PROGRAM? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE BY THE UNIFIED CERTIFICATION PROGRAM? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	

Print Name/Title of Person Completing this Form: _____

Signature: _____ Date: _____

ATTACHMENT - C

FHWA and VDOT Professional Services Clauses



Mandatory Federal-Aid Professional Services MOA Provisions

GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH LAWS AND REGULATIONS:

The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Consultant. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Arlington County and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Consultant shall immediately report the same to the Department in writing.

2. VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION: The Consultant, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended. During the performance of this Agreement, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Consultant will include the provisions of the foregoing paragraphs "a", "b" and "c" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

3. NON-DISCRIMINATION PROVISION: The Consultant agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the Consultant's noncompliance with the nondiscrimination provisions

of this Agreement, Arlington County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (herein referred to as "the Consultant"), agrees as follows:

- a. Compliance with Regulations: The Consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The Consultant, with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subconsultants: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement.
- d. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Consultants and subconsultants with 15 or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the consultant or subconsultant is performing in accordance with this Agreement.

- e. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - 1) withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - 2) cancellation, termination or suspension of this Agreement, in whole or in part.
- f. Incorporation of Provisions: The Consultant will include the provisions of paragraphs "a" through "f" in every subcontract of \$10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as Arlington County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Arlington County to enter into such litigation to protect the interests of Arlington County and, in addition, the Consultant may request VDOT and the United States to enter into such litigation to protect the interests of the Commonwealth and United States.

5. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated

facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Consultant further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

6. DISADVANTAGED BUSINESS

ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: The Consultant, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart E of 49 CFR 26, Section 26.13 requires each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

If a DBE goal has been established for this project, further, the Consultant agrees to provide Arlington County with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE.

Include the following wording on contract with DBE Goals: **The DBE goal for this Contract is 11 %.**

7. VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

In the event of the Consultant's noncompliance with the DBE/SWaM participation for the services indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, Arlington County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

8. **TDD/TTY EQUIPMENT FOR THE DEAF:** When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Consultant agrees to ensure that all citizens have equally effective communication. The Consultant agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Consultant will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

9. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this Agreement, the Consultant certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

10. **OCCUPATIONAL SAFETY AND HEALTH STANDARDS:** The Consultant shall not require any individual employed in the performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the Consultant shall abide by the Virginia

Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Consultant by any person shall be immediately abated.

11. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; and have not been convicted of any violations of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. CORRECTION OF ERRORS: The Consultant shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse Arlington County for any costs incurred. Acceptance of the plans or reports by Arlington County shall not relieve the Consultant of the responsibility of subsequent correction of errors.

13. PAYMENT TO SUBCONTRACTORS: In

accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4342 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from Arlington County, or shall notify Arlington County and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the Consultant shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

Arlington County does not require retainage to be withheld by the Consultant on any subcontracts. If the Consultant elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days after the final billing is received by the Consultant from the subcontractor or the satisfactory acceptance of the services by the Department. Arlington County will notify the Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid, the Consultant shall notify the Department and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower-tier subcontractor.

14. COMPLIANCE WITH LOBBYING RESTRICTIONS: By signing this Agreement, the Consultant certifies that:

- a. Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Consultant shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

controlled substance or marijuana is prohibited in the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition

- c. State in all solicitations or advertisements for employees placed by or on behalf of the consultant that the consultant maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

15. RECORDS: The Consultant and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Consultant's offices at all reasonable times and will be subject to audit and inspection by Arlington County, VDOT or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Consultant and the subcontractor and for three years after written acceptance by the Consultant, for audit and inspection by Arlington County, VDOT or any authorized representatives of the Federal Government. It shall be the Consultant's responsibility to notify Arlington County, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Consultant's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.

16. DRUG-FREE WORKPLACE: During the performance of this contract, the Consultant agrees to:

- a. Provide a drug-free workplace for the consultant's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

ATTACHMENT - D

VIRGINIA RAILWAY EXPRESS – CONCEPT DESIGN

(ISSUED SEPARATELY)

DRAFT

ATTACHMENT - E

DRAFT COORDINATION PLAN FOR AGENCY & PUBLIC INVOLVEMENT

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
VIRGINIA DEPARTMENT OF TRANSPORTATION
And
ARLINGTON COUNTY**

June 30, 2020

DRAFT

PURPOSE OF COORDINATION PLAN

This Coordination Plan defines the processes and methods through which the Virginia Department of Transportation (VDOT), in coordination with the Federal Highway Administration (FHWA) and Arlington County (Arlington), intends to communicate information and inform the development of the CC2DCA study. VDOT and FHWA have initiated an Environmental Impact Statement (EIS), pursuant to the National Environmental Policy Act of 1969, as amended (NEPA), to evaluate potential transportation improvements to facilitate intermodal connections between Crystal City and Ronald Reagan National Airport (DCA) in Arlington County, Virginia.

The process for this environmental study will be carried out following the conditions and understanding of the *National Environmental Policy Act and Clean Water Act (Section 404) Merged Process for Highway Projects in Virginia* memorandum of understanding (merged process) and the One Federal Decision (OFD) process and memorandum of understanding (MOU).

The merged process was developed and agreed upon in November 2017 between VDOT, FHWA, the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (EPA), and the U.S. Fish and Wildlife Service (USFWS). The merged process provides an efficient review of proposed highway projects by encouraging early communication among agencies to facilitate the environmental review process. The merged process is intended to result in the development of documentation that complies with NEPA and provides sufficient information to support FHWA approval and other Federal regulatory decisions.

The OFD MOU, signed by the U.S. Secretaries of Agriculture, Commerce, Interior, Transportation, Housing and Urban Development, Energy, Homeland Security, as well as the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Federal Energy Regulatory Commission, the Advisory Council on Historic Preservation, and the Federal Permitting Improvement Steering Council, established a cooperative relationship for the timely processing of environmental reviews and authorization decisions for proposed major infrastructure projects under the OFD policy established by Executive Order (E.O.) 13807 in August 2017.

VDOT complies with OFD and the merged process primarily through a monthly agency coordination meeting. The purpose of this meeting is to facilitate a cooperative approach among the agencies throughout the development of NEPA studies, including EIS-level documentation. The meetings also provide an opportunity for VDOT to seek input from the experts and agencies with purview and to provide study related data as it is identified. Active participation from agencies ensures VDOT develops a well-informed study and advances an alternative that has minimized impacts to resources to the greatest extent practicable in the study phase. Study milestones are anticipated to be achieved and coordinated through this monthly meeting.

This Coordination Plan is meant to clarify how VDOT and FHWA intend on executing the study, consistent with the merged process and OFD MOU, in order to facilitate efficient environmental reviews for project decision making, specifically the NEPA and permitting processes. Consistent with the requirements defined in 23 U.S.C. §139(g), this Coordination Plan identifies those agencies invited to be involved in the study, as well as the schedule for engaging them in the study process if they should choose to accept their invitation. The plan also identifies how comments and other information provided by agencies, stakeholders, and the public will be solicited and considered. Other coordination and communication, as necessary and dictated by the nature of the study, may occur beyond the process and schedule included in this Coordination Plan. This Coordination Plan may be updated as the study advances and any modifications shall be disseminated among the agencies, described in the sections that follow, participating in the study process and maintained publicly on the study website.

The geographic area in which this evaluation is primarily focused is shown in **Figure X**. The specific limits of the study will be determined and refined as the environmental review process advances. The study area will be developed to ensure that a full range of relevant factors related to potential transportation needs along the corridor are considered and will be intended to encompass all reasonable resources and relevant factors that may influence the identification of needs and range of alternatives considered.

In summary, the purpose of this Coordination Plan is to:

- Identify the Federal Lead, Joint Lead, Concurring, Cooperating, and Participating Agencies in the study development process;
- Identify the formal concurrence points and coordination efforts;
- Establish the timing and format for agency involvement and collaboration throughout the NEPA process. Examples of this collaboration include, but are not limited to, defining the purpose and need and study area, determining the range of alternatives to be investigated, providing input on issues of concern and environmental features, determining the methods and data for technical analyses, and reviewing the EIS;
- Establish the timing and format for the public to be involved in defining the purpose and need and study area as well as the range of alternatives to be investigated, providing input on issues of concern and environmental features, and commenting on the findings presented in the EIS (see **Section 2.0**); and
- Reflect any updates or changes to the study schedule or other items that typically require updating over the development of the environmental review.

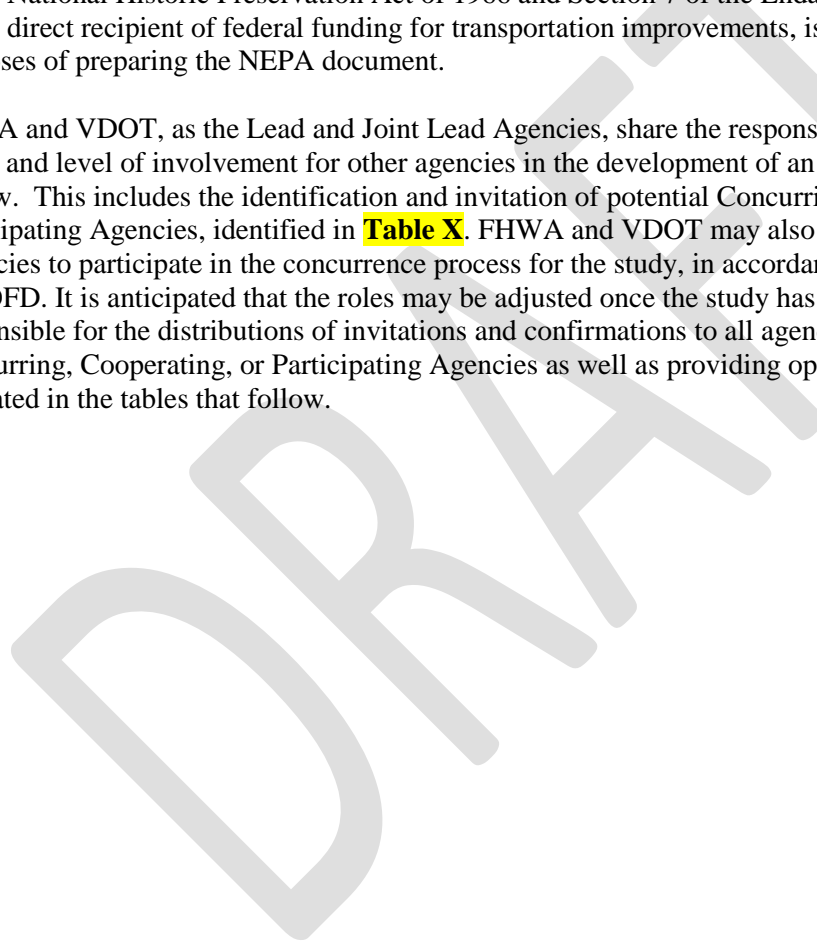
Section 1.0 AGENCY IMPLEMENTING PROCEDURES

This section defines the agencies involved in the NEPA process and generally outlines their roles and responsibilities as Federal Lead, Joint Lead, Concurring, Cooperating, Participating, and other agencies solicited for input on the NEPA study. Specific agencies and their identified roles are listed in **Table X**. Details on the distinctions of these identified agency roles, with respect to the implementation procedures of the study, are provided in the sections that follow and summarized in **Table Y**.

1.1 Federal Lead Agency (and Joint Lead Agency) Definition and Responsibilities

The Federal Lead and Joint Lead Agency share the primary responsibilities for facilitating the expeditious resolution of the review process and preparing an environmental document under NEPA. FHWA is the Lead agency for the environmental review under NEPA, as well as other Federal laws such as Section 106 of the National Historic Preservation Act of 1966 and Section 7 of the Endangered Species Act. VDOT, as the direct recipient of federal funding for transportation improvements, is the Joint Lead agency for the purposes of preparing the NEPA document.

FHWA and VDOT, as the Lead and Joint Lead Agencies, share the responsibility for identifying the status and level of involvement for other agencies in the development of an efficient environmental review. This includes the identification and invitation of potential Concurring, Cooperating, and Participating Agencies, identified in **Table X**. FHWA and VDOT may also invite potential Cooperating Agencies to participate in the concurrence process for the study, in accordance with the merged process and OFD. It is anticipated that the roles may be adjusted once the study has been initiated. FHWA is responsible for the distributions of invitations and confirmations to all agencies identified as potential Concurring, Cooperating, or Participating Agencies as well as providing opportunities for involvement, as indicated in the tables that follow.



1.2 Concurring Agencies Definition and Responsibilities

Concurring Agencies are those Cooperating Federal Agencies that have accepted an invitation to be involved in the concurrence process for a study, as detailed in the merged process and OFD MOU. In addition to opportunities for involvement in the study granted to Cooperating Agencies, Concurring Agencies will provide input as well as concurrence or non-concurrence on specific steps throughout the environmental review. These steps, or concurrence points, include the following:

- Environmental Analysis Methodologies;
- Purpose and Need;
- Alternatives development;
- Identification of preferred alternative and preliminary least environmentally damaging practicable alternative (LEDPA)¹; and
- Conceptual Mitigation

Concurring Agencies will respond in writing to the letter of invitation, within no later than 30 days of receiving a written invitation, to decline or accept their role and involvement. Should a response not be transmitted to FHWA and VDOT within 30 days, the identified agency will be assumed to have declined to be a Concurring Agency but will be considered a Cooperating Agency. As described above, Cooperating Agencies that have declined or not responded to their invitation after the requested deadline will be considered a Participating Agency (see **Section 2.X**).

1.3 Cooperating Agencies Definition and Responsibilities

As identified in the Council of Environmental Quality (CEQ) regulations for the implementation of NEPA (40 CFR §1501.6) and in the MOU, Cooperating Agencies are those government and regulatory agencies with jurisdiction by law (e.g., with permitting or land transfer authority) or special expertise with respect to any environmental impact or resource involved in an environmental review or alternative for study². While the CEQ regulations developed the Cooperating Agency concept with Federal agencies in mind, the benefits of designating State, tribal, or local agencies are similar³. As stated previously, FHWA and VDOT, will be responsible for identifying and inviting Cooperating Agencies to become involved in the environmental review process. For the purpose of this Coordination Plan, State and local agencies have been initially identified as Participating Agencies, whose responsibilities, similar to those of Cooperating Agencies, are described in **Section 2.Y**.

Cooperating Agencies will respond in writing to the letter of invitation, by the deadline provided in the invitation, to decline or accept their role and involvement. Should a response not be transmitted to FHWA and VDOT by the deadline provided in the invitation, the identified agency will be assumed to have declined to be a Cooperating Agency but will be considered a Participating Agency (see **Section 2.X**). Upon accepting, Cooperating Agencies have the role of informing the NEPA process, starting during the scoping process, and including analysis methodologies, providing input on the Purpose and Need Statement, and the range of alternatives to be considered. Cooperating Agencies will assist in the

¹ USACE's concurrence on a recommended preferred alternative will serve as the USACE preliminary least environmentally damaging practicable alternative (LEDPA) determination. The preliminary LEDPA concurrence indicates that USACE anticipates VDOT's preferred alternative would satisfy the 404(b)(1) Guidelines, although it should be noted that this concurrence is not a final permit determination and does not mean that the USACE has authorized or will authorize VDOT's preferred alternative. USACE will make a permit determination following receipt of a complete application and completion of a Public Interest Review.

² Agencies with special expertise will be invited to be a Participating Agency.

³ FHWA's "Revised Guidance on Cooperating Agencies" (March 1992) and the CEQ's "Cooperating Agencies in Implementing the Procedural Requirements of the National Environmental Policy Act" (January 2002) indicates the importance of including State, tribal, and local government entities in the NEPA process and emphasizes the importance of Cooperating Agency status when appropriate.

identification of any issues regarding potential natural, social, or economic impacts. Cooperating Agencies are expected to provide input on unresolved issues within the timeframes as outlined in **Table Y**.

Cooperating Agencies may adopt the NEPA document, for the purposes of their own decision making (e.g. permit decision, etc.) without recirculation after an independent review and once the Cooperating Agency has concluded that its comments and suggestions have been satisfied.

1.4 Participating Agencies Definition and Responsibilities

Participating Agencies are any Federal, State, tribal, regional, and local agencies that have an interest in the project and the environmental review process. FHWA and VDOT are responsible for identifying and formally inviting Participating Agencies to become involved in the environmental review. Utilizing Section 6002 of SAFETEA-LU (23 USC §139(d)(3)) as a guideline for defining and establishing Participating Agencies for this study, any Federal agency that is invited to participate in the environmental review process shall be designated as a Participating Agency unless the invited agency informs the lead agency, in writing, by the deadline specified in the invitation that the invited agency:

- Has no jurisdiction or authority with respect to the study;
- Has no expertise or information relevant to the study; and
- Does not intend to submit any comments on the study.

Designation as a Participating Agency does not imply project support and does not provide an agency with increased oversight or approval authority beyond its statutory limits.

Participating Agencies have the responsibility to participate in the NEPA review process, starting during the scoping process, and especially with regard to defining the purpose and need, determining the range of alternatives to be considered, methodologies, and the level of detail for the analysis of alternatives. Participating Agencies will assist in the identification of any issues regarding potential environmental or socioeconomic impacts. Participating Agencies are expected to provide meaningful and timely input on unresolved issues within requested timeframes.

1.5 Non-Cooperating/Non-Participating Agencies and Organizations

Should a Federal agency choose to decline Cooperating Agency status, that agency will be considered a Participating Agency. If a Federal agency should choose to decline both Cooperating and Participating Agency status, that agency must submit a written response stating that the agency:

- Has no jurisdiction or authority with respect to the study;
- Has no expertise or information relevant to the study; and
- Does not intend to submit any comments on the study.

In the absence of a written response, invited Federal agencies will be considered Participating. Should a state or local agency decline to provide a response to an invitation to serve as a Cooperating or Participating Agency, such agencies will be designated as non-cooperating and non-participating. All of the invited non-Cooperating or non-Participating Agencies that decline their invitations may remain involved with the NEPA process and will be included in the initial scoping outreach, points of contact for data required for the study, and furnished copies, or portions of, the EIS document for review and comment, as determined appropriate by FHWA and VDOT.

1.6 Other Interested Agencies and Organizations

1.6.1 Scoping Agencies

Federal, state, and local agencies not invited as a Cooperating or Participating Agency will be offered the opportunity to comment and provide information on environmental issues as the study is initiated, in

order to help define the scope of the study. VDOT, in cooperation with FHWA, will contact these agencies through scoping letters, and email as appropriate, requesting input and feedback to be provided within the timeframe documented in the correspondence.

1.6.2 Local Agencies and Organizations

Other agencies and organizations may be identified as having an interest in the study through the public involvement process that may inform the NEPA development process. For example, an agency may have information on a particular resource within the study area. Meetings with these agencies and organizations may occur, as necessary and outside of the coordination points defined in this plan, to discuss topical information, and their role in the development of the study is expected to be informative in nature.

2.0 AGENCY AND PUBLIC COORDINATION PLAN

FHWA and VDOT will provide opportunities for input on the EIS from the Cooperating, Concurring, and Participating Agencies, as well as other agencies, interested stakeholders, and the general public, in accordance with NEPA and other applicable laws and policies. The opportunities will occur at various points throughout the environmental review process. This portion of the plan outlines the coordination points through the NEPA process where opportunities for agency and public input will be provided. These general coordination points are listed below and the schedule and methods for these coordination points are outlined in **Table 1**.

- Study Initiation and Scoping Activities
- Environmental Analysis Level of Detail and Methodologies⁴
- Development of Purpose and Need⁴
- Identification of Range of Alternatives⁴
- EIS Document Development and Review
- Identification of the Recommended Preferred Alternative⁴
- Conceptual Mitigation⁴
- Final EIS/Request for FHWA Decision

Coordination and communication other than that outlined in this document is anticipated to occur, as necessary and dictated by the nature of the study. The proposed timeframes in the schedule presented below will be modified as necessary, based on agency review and discussion and as the study develops.

⁴ Concurrence to be sought at this coordination point.

Table 1. Agency and Public Coordination Plan: NEPA Process¹

Coordination Point	Approximate Date Coordination Initiated²	Method	Information Included for Coordination	Agencies, Organizations, and Stakeholders Involved	Input Requested	Coordination End
Study Initiation and Scoping Activities (Pre-NOI)	End of Month 1	Invitation Letter (email)	<ul style="list-style-type: none"> • Scoping package to introduce study and solicit input • Identification and invitation of Concurring, Cooperating, and Participating Agencies • Draft Coordination Plan for review and comment 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> • Input on any immediately known issues to be considered for study • Agency response confirming or declining role of Concurring Agency • Comment on draft Coordination Plan 	End of Month 2
	Mid-Month 2	Agency Meeting	<ul style="list-style-type: none"> • Study introduction and overview of schedule • Review of draft Coordination Plan 			
	Early Month 3	Public Scoping Meeting	<ul style="list-style-type: none"> • Study introduction and overview of schedule 	General Public	<ul style="list-style-type: none"> • Input on any immediately known issues to be considered for study 	Mid-Month 3
Environmental Analysis Methodologies (Pre-NOI)	Early Month 3	Letter (email)	<ul style="list-style-type: none"> • Draft environmental analysis methodologies for review and comment 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> • Review and comment on proposed Environmental Analysis Methodologies and level of detail needed on resources to be analyzed throughout the study 	Early Month 4
	Mid-Month 3	Agency Meeting	<ul style="list-style-type: none"> • Preliminary environmental resource information and available mapping • Summary of any Coordination Plan comments and revisions • Summary of environmental analysis methodologies 			
	End of Month 3	Letter (email)	<ul style="list-style-type: none"> • Environmental analysis methodologies and request for concurrence 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> • Review and comment on Environmental Analysis Methodologies 	End of Month 4
	Mid-Month 4	Agency Meeting		Cooperating and		

Table 1. Agency and Public Coordination Plan: NEPA Process¹

Coordination Point	Approximate Date Coordination Initiated ²	Method	Information Included for Coordination	Agencies, Organizations, and Stakeholders Involved	Input Requested	Coordination End
			<ul style="list-style-type: none"> • Summary of comments from public scoping meeting • Request for concurrence on environmental analysis methodologies 	Participating Agencies Concurring Agencies	<ul style="list-style-type: none"> • Concurrence or non-concurrence on environmental analysis methodologies 	
Purpose and Need (Pre-NOI)	Early Month 7	Letter (email)	<ul style="list-style-type: none"> • Study area elements of need for review and comment • Data supporting elements of need • Draft Purpose and Need Statement for review and comment 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> • Comment on Purpose and Need Statement for the study, including input on information gathered to determine needs • Review of preliminary draft Purpose and Need Statement 	Early Month 8
	Mid-Month 7	Agency Meeting	<ul style="list-style-type: none"> • Brief overview of study area history and previous studies, if applicable • Summary of draft Purpose and Need Statement 			
	Month 7 through Month 8	On-line Survey, Study Website	<ul style="list-style-type: none"> • Study area elements of need for review and comment 	General Public	<ul style="list-style-type: none"> • Comment on Purpose and Need Statement for the study 	TBD
	End Month 7	Letter (email)	<ul style="list-style-type: none"> • Data supporting elements of need • Purpose and Need Statement and request for concurrence 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> • Review and comment on draft Purpose and Need Statement for the study 	End Month 8
	Mid-Month 8	Agency Meeting	<ul style="list-style-type: none"> • Summary of public survey responses • Request for concurrence on Purpose and Need Statement 	Cooperating and Participating Agencies Concurring Agencies		

Table 1. Agency and Public Coordination Plan: NEPA Process¹

Coordination Point	Approximate Date Coordination Initiated ²	Method	Information Included for Coordination	Agencies, Organizations, and Stakeholders Involved	Input Requested	Coordination End
			<ul style="list-style-type: none"> Introduction of alternative screening criteria, as applicable 			
Range of Alternatives (Pre-NOI)	Early Month 9	Letter (email)	<ul style="list-style-type: none"> Preliminary alternative concepts for review and comment 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> Review and input on alternatives screening criteria, as applicable Review and comment on preliminary concepts for study 	Early Month 10
	Mid-Month 9	Agency Meeting	<ul style="list-style-type: none"> Environmental resource information and available mapping Criteria for screening of alternatives, as applicable Summary of preliminary alternative concepts 			
	Month 11	Citizen Information Meeting	<ul style="list-style-type: none"> Preliminary alternative concepts for review and comment 	General Public	<ul style="list-style-type: none"> Review and comment on preliminary concepts for study 	TBD
	Early Month 12	Letter (email)	<ul style="list-style-type: none"> Range of alternatives recommended to be carried forward for study Consideration of avoidance and minimization opportunities 	Concurring, Cooperating, and Participating Agencies	<ul style="list-style-type: none"> Review and comment on development and VDOT's recommended range of alternatives to be carried forward through detailed study 	Early Month 13
	Mid-Month 12	Agency Meeting	<ul style="list-style-type: none"> Summary of Citizen Information Meeting and comments received on alternatives Summary of recommended range of alternatives Overview of alternatives ability to address Purpose and Need 			
	Late Month 12	Letter (email)	<ul style="list-style-type: none"> Range of alternatives for study and request for concurrence 	Concurring, Cooperating, and	<ul style="list-style-type: none"> Review and comment on development and range of alternatives for study 	Late Month 13

Table 1. Agency and Public Coordination Plan: NEPA Process¹

Coordination Point	Approximate Date Coordination Initiated ²	Method	Information Included for Coordination	Agencies, Organizations, and Stakeholders Involved	Input Requested	Coordination End
				Participating Agencies		
	Mid-Month 13 (end of Pre-NOI)	Agency Meeting	<ul style="list-style-type: none"> Request for concurrence on range of alternatives to be carried forward for evaluation in the NEPA document 	Cooperating and Participating Agencies	<ul style="list-style-type: none"> Review and comment on development and range of alternatives for study 	
				Concurring Agencies	<ul style="list-style-type: none"> Concurrence or non-concurrence on range of alternatives for study 	
Notice of Intent (Federal Register notification)	Month 1 (Issuance of NOI marks official start of NEPA process)	Federal Register	<ul style="list-style-type: none"> Announcement of FHWA’s intent to prepare EIS 	All Agencies and Organizations ; General Public	<ul style="list-style-type: none"> Identification of pertinent issues associated with the study Comment on scope of issues to be included in EIS 	End of Month 2
	Month 2	Public Hearing	<ul style="list-style-type: none"> VDOT/Arlington’s Recommended Preferred Alternative 	General public	<ul style="list-style-type: none"> Input on VDOT’s Recommended Preferred Alternative 	Month 3
Recommended Preferred Alternative	Month 2 through Month 3	Letter (email); Agency Meeting(s)	<ul style="list-style-type: none"> Documentation and justification for recommended Preferred Alternative 	Cooperating and Participating Agencies	<ul style="list-style-type: none"> Input on Preferred Alternative identification Input on potential conceptual mitigation, as necessary based on resource jurisdiction or expertise 	End of Month 4
		Agency Meeting(s)	<ul style="list-style-type: none"> Identification of recommended Preferred Alternative and request for concurrence 	Lead (Joint Lead) Agencies and Concurring Agencies	<ul style="list-style-type: none"> Identification of Preferred Alternative Concurrence or non-concurrence on Preferred Alternative recommendation³ 	

Table 1. Agency and Public Coordination Plan: NEPA Process¹

Coordination Point	Approximate Date Coordination Initiated ²	Method	Information Included for Coordination	Agencies, Organizations, and Stakeholders Involved	Input Requested	Coordination End
Draft EIS Documentation	Month 4 through Month 8	Letter (email); Agency Meeting	<ul style="list-style-type: none"> • Technical findings supporting the EIS • Draft sections of EIS and technical studies 	All Agencies	<ul style="list-style-type: none"> • Comment on draft technical supporting documents and draft sections of EIS • Comment on Draft EIS 	45 Days
	Month 10	Public Hearing; Study Website	<ul style="list-style-type: none"> • Draft EIS and supporting technical studies 	General Public	<ul style="list-style-type: none"> • Comment on Draft EIS 	
Conceptual Mitigation	Month 12	Letter (email); Agency Meeting(s)	<ul style="list-style-type: none"> • Collaboration on conceptual mitigation needs for unavoidable impacts 	Cooperating and Participating Agencies	<ul style="list-style-type: none"> • Discuss mitigation requirements and conceptual mitigation options 	30 Days
		Agency Meeting	<ul style="list-style-type: none"> • Conceptual mitigation and request for concurrence 	Lead (Joint Lead) Agencies and Concurring Agencies	<ul style="list-style-type: none"> • Concurrence or non-concurrence on conceptual mitigation 	
Final EIS	Month 21	Letter (email)	<ul style="list-style-type: none"> • Final EIS, documenting Preferred Alternative and CTB decision 	All Agencies and General Public	<ul style="list-style-type: none"> • Comment on Final EIS 	30 Days
FHWA Record of Decision	Month 22	Letter (email)	<ul style="list-style-type: none"> • Final EIS and responses to any substantive comments received • Request for FHWA Record of Decision 	Lead (Joint Lead) Agencies	<ul style="list-style-type: none"> • FHWA Record of Decision 	TBD
Other Agency Authorizations	Month 24	TBD	<ul style="list-style-type: none"> • NPS Permit/Authorization • USACE Permit • FAA Authorization 	TBD	TBD	TBD

¹ Additional agency meetings and coordination beyond the outlined schedule will be determined as dictated by the conduct of the study and the schedule will be adjusted accordingly. It is recognized that if more than one step in the coordination process is occurring, with agencies reviewing and preparing comments or considering concurrence, longer timeframes may be needed to address the overlapping requests. Any updates to the schedule will be reflected in a revised Coordination Plan.

² Coordination dates assume meetings to occur as part of VDOT's standing monthly NEPA Programs Agency Coordination Meeting. Meeting materials will be provided 15 days in advance of any meeting where concurrence will be requested. Formal comments and/or official concurrence or non-concurrence will be requested within 30 days following the distribution of meeting materials.

³ See Section 2.2.1 regarding USACE concurrence with the Preferred Alternative.

ATTACHMENT - F

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under **Arlington County Agreement No. 20-239-7-8** (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT - G

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under **Arlington County Agreement No. 20-239-7-8** (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Consultant’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 20-239-7-8**

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN VENDOR REGISTRY NOT LATER THAN 2:00 P.M., EASTERN DAYLIGHT SAVINGS TIME, ON AUGUST 3, 2020 FOR THE FOLLOWING SERVICES:

**CRYSTAL CITY TO RONALD REAGAN WASHINGTON NATIONAL AIRPORT INTERMODAL CONNECTION-
CONCEPTUAL DESIGN AND ENVIRONMENTAL/NEPA DOCUMENTATION**

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.

PROPOSAL FORM, PAGE 2 OF 4

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

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

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/BIDSLST?BUYERID=A596C74-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C74-0123-4202-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 COMPLETE PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM WITH AN ORIGINAL LONGHAND SIGNATURE.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

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

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

PROPOSAL FORM, PAGE 3 OF 4

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

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its **Request for Proposal No. 20-239-7-8**, 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: _____